

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, May 16, 2023 at 6:00 p.m.



COUNCIL POLICY ON PUBLIC COMMENT

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

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

Entrance to the meetings is the east door off David Street. Public input via email is encouraged: CouncilComments@casperwy.gov

AGENDA

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

- A. Consideration of **Minutes of the May 2, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on May 10, 2023.

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B. Consideration of **Minutes of the May 2, 2023 Executive Session.**

4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS

A. Sherrie's Place

B. International Museum Day

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH PUBLIC HEARINGS

A. Consent

1. Establish June 6, 2023 as the Public Hearing Date for Consideration of:

a. The First Reading of an Ordinance Amending Chapter 15.28 of the Casper Municipal Code to **Adopt 2023 NFPA 70, National Electrical Code.**

b. The First Reading of an Ordinance Creating **Local Assessment District 160 – Chinook Trail Improvements.**

8. PUBLIC HEARINGS

A. Minute Action

1. New **Winery Liquor License No. 1 for Gruner Brothers Brewing**, d/b/a Gruner Brothers Brewing, Located at 1301 Wilkins Circle.

2. **Transfer of Ownership for Retail Liquor License No. 1** from Tin Shack, LLC d/b/a **Poplar Wine & Spirits**, Located at 1016 South Poplar Street to 1016 Poplar, LLC d/b/a Poplar Wine & Spirits, Located at 1016 South Poplar Street.

3. New **Restaurant Liquor License No. 51** for Movie Palace Inc., d/b/a **Studio City Stadium 10 Cinemas**, Located at 5020 East 2nd Street.

9. THIRD READING ORDINANCES

A. Approving **Amendments to the Liquor License Code Sections**, 5.08.150 and 5.08.390.

1. Communications from Persons Present

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- B. Creating City of Casper, Wyoming **Local Assessment District No. 159** (Hereinafter Called the “District”); Ordering the Construction of Improvements Therein; Describing the Same, Directing the Preparation of Plans and Specifications Therefor; Providing for the Publication of Notice to Contractors; Fixing the Boundaries of Said District; Ratifying Action Previously Taken; and, Prescribing Details in Connection with Said District.

1. Communications from Persons Present

- C. Approving a Zone Change of Lot 1, **Majestic Mountain Addition**, from PH (Park Historic) to C-2 (General Business).

1. Communications from Persons Present

- D. Approving the **Highland Park Tennis Complex Addition**, and the Associated Subdivision Agreement.

1. Communications from Persons Present

- E. Approving a Plat, Subdivision Agreement, and Zone Change for the **Lukasiewicz Subdivision** in the City of Casper, Wyoming.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Authorizing a Transportation Services Contract for **Transit Services for Natrona County** for Fiscal Year 2023.
2. Authorizing an Agreement with the **Department of Justice** to Participate in the **Equitable Sharing Program**.
3. Approving the **Downtown Open Container Area**.
4. Authorizing **Change Order No. 3 with Melgaard Construction Company, Inc.**, for \$160,000 and a Time Extension for the **Casper Regional Landfill Cell 5 Construction**, Project No. 21-012.
5. Authorizing **Change Order No. 3** to the Agreement with **Crown Construction LLC** for a Price Increase of \$18,385.00 for the **Highland Park 96-Inch Storm Sewer Replacement**, Project No. 21-069.
6. Authorizing **Amendment No. 1** to the Contract for Professional Services with **Equalized Productions, LLC**, for the **Ford Wyoming Center Sound System Replacement**, Project No. 22-52.

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7. Authorizing an Agreement with **Wind River Environmental Solutions LLC**, for the **City Hall Project S.A.F.E. Asbestos Abatement**, Project No. 22-010.
8. Accepting a Storm Sewer and Right-of-Way **Easement with Benjamin Hansuld for the Eagle Valley Phase 2 Subdivision**.
9. Authorizing a Contract Between the City of Casper and **Innovative Data Acquisitions LLC** (“IDAX”) for **Non-Motorized Travel Counts**.
10. Authorizing Adoption of the **Collective Bargaining Agreement** for July 1, 2023 – June 30, 2024, Between the City of Casper and the **Fire Fighters’ Local Union 904**, I.A.F.F., AFL-CIO.
11. Authorizing the City as a Water Supplier with the **Low-Income Home Water Assistance Program** and Execute an Agreement Therefor.
12. Authorizing City Council to Appoint **Joshua Taylor as a Provisional Judge** for the Casper Municipal Court and Enter into a Contract for Professional Services.
13. **Waiving Parkway Parking Permit Fees** Along the East Side of **South Poplar Street** Between CY Avenue and 1749 South Poplar Street.
14. Authorizing a Memorandum of Understanding Between the Board of Commissioners of Converse County, Wyoming, the Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the City of Mills, Wyoming, and the Town of Rolling Hills, Wyoming, for **Impact Assistance Funds Concerning the Cedar Springs IV Energy Project**.

11. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

12. ADJOURNMENT

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, June 6, 2023 – Council Chambers

6:00 p.m. Tuesday, June 20, 2023 – Council Chambers

Work Sessions

4:30 p.m. Tuesday, May 23, 2023– Council Meeting Room (Budget Session)

4:30 p.m. Tuesday, May 24, 2023 – Council Meeting Room (Budget Session)

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 2, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:01 p.m., Tuesday, May 2, 2023. Present: Councilors Bond, Haskins, Gamroth, Jensen, Cathey and Mayor Knell. Absent: Councilors Pollock and Engebretsen and Vice Mayor Pacheco.

Moved by Councilor Gamroth, seconded by Councilor Bond to, by minute action, excuse the absences of Vice Mayor Pacheco, Councilor Pollock, and Councilor Engebretsen. Motion passed.

2. PLEDGE OF ALLEGIANCE

Councilor Cathey led the audience in the pledge of allegiance.

3.A. REGULAR MEETING MINUTES

Moved by Councilor Haskins, seconded by Councilor Gamroth to, by minute action, approve the minutes of the April 4, 2023 Regular Council Meeting, as published in the Casper Star Tribune on April 29, 2023. Motion passed.

3.B. EXECUTIVE SESSION MINUTES

Moved by Councilor Gamroth, seconded by Councilor Jensen to, by minute action, approve the minutes of the April 4, 2023 Executive Session. Motion passed.

3.C. REGULAR MEETING MINUTES

Moved by Councilor Jensen, seconded by Councilor Haskins to, by minute action, approve the minutes of the April 18, 2023 Regular Council Meeting, as published in the Casper Star Tribune on April 30, 2023. Councilor Cathey abstained from voting. Motion passed.

3.D. EXECUTIVE SESSION MINUTES

Moved by Councilor Jensen, seconded by Councilor Gamroth to, by minute action, approve the minutes of the April 18, 2023 Executive Session. Councilor Cathey abstained from voting. Motion passed.

4. BILLS & CLAIMS

Moved by Councilor Haskins, seconded by Councilor Cathey to, by minute action, approve payment of the May 2, 2023, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 05/02/23

AFreestone	Reimb	266.61
307Intrl	Services	3,536.00
71Const	Goods	174.72
6HGroup	Goods	2,463.90
Airgas	Goods	421.51
AirInnvtns	Services	845.00
AllAmrcnSprts	Goods	4,182.70
Alsco	Services	1,139.38

Almtch	Services	699.00
AMBI	Services	2,010.35
AndrnHntCnstrctn	Services	4,025.00
AT&T	Services	721.52
AtIntcElctrc	Services	398.20
Atlas	Goods	2,170.07
BdgrMtr	Services	562.50
BrgnEllngsn	Goods	102.23
BlkHillsEnrgy	Utilities	81,481.94
BlkmnPrpn	Goods	3,530.04
Caselle	Services	78.00
CsprStrTrb	Services	1,381.80
CsprTire	Services	65.00
CsprVtrnry	Services	783.97
CWRWS	Goods	56,829.00
CntryLnk	Utilities	14,216.07
CtyCspr	Services	79,378.73
CtySrvcElctrc	Goods/Services	998.68
CivilEngnrng	Services	3,375.00
ClnClb307	Services	975.00
CMITeco	Services	11,596.14
CocaCola	Services	24.75
CommTech	Services	4,434.00
Cnvrgn	Goods	7,963.24
CowboySpIyHse	Goods	433.81
CPSDstrbtrs	Goods	314.60
CPU	Goods	2,023.00
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	276,595.54
DKpnr	Services	11,000.00
DnvrIndstrl	Goods	2,155.67
Dell	Goods	12,440.91
DsrtMtn	Goods	25,145.83
DonsMblCrpt	Services	4,297.13
DynmcCntrls	Services	62.50
EcnmcDvlpmnt	Services	110,430.00
EmrgncyMdcl	Services	700.00

EnrgyLabs	Services	1,554.00
EqlzdPrdctns	Services	78,672.71
FIB	Goods/Invstmnts	17,172.37
Galls	Goods	1,574.93
GloblSpctrm	Services	75,000.00
Grngr	Goods	1,234.34
GnrMotr	Services	147,201.23
GrzlyExcvtng	Services	4,350.00
Hach	Goods	1,952.67
HallsCstmPvng	Services	78,185.00
HrvrdDrugGrp	Goods	1,491.46
Hlp	Services	2,880.00
Hollnd&Hart	Services	28,823.00
Homax	Goods	50,994.58
Hose&RubrSply	Goods	88.17
InstfrmTchnlgs	Services	129,652.61
IntrfaithOfNC	Funding	34,166.77
ITCElctrcl	Services	43,928.85
JJKllr&Assoc	Services	250.00
JacobsEngnrng	Services	13,180.00
JohnnyApplseed	Services	6,808.16
JonasSftwr	Services	349.00
Kinsco	Goods	2,691.42
KnfRvr	Goods/Services	14,391.19
KubwtrRes	Goods	8,300.00
LamarOutdrAdvrtsg	Goods	1,400.00
LHubbard	Services	275.00
LongBldgTech	Services	3,548.34
MWilhelms	Reimb	150.00
MidlndImplmnt	Goods	1,160.55
MonsnJntrlSrv	Services	8,868.52
MtnAlrmFire&Scrt	Services	1,914.50
MtnStLitho	Services	1,119.48
Napa	Goods	106,578.57
NCWeed&Pest	Services	65,000.00
NCHallofJstc	Services	2,756.24
Norco	Goods	1,180.44

NrthrnLights	Services	7,300.00
NWstContr	Goods	840.00
OhioUAVSrvcs	Goods	9,206.00
OrgnlWtrmen	Services	2,914.77
PopeCnstrctn	Services	7,072.76
PwrSrvc	Services	1,230.88
PrkPlcTchnlgs	Services	8,668.08
RGrauberger	Reimb	100.00
RadarShop	Services	191.00
RmshrnCnstrctn	Services	3,062.50
Ricoh	Services	195.64
RvrOaksComm	Services	895.00
RckyMtnAirSltns	Goods	4,458.68
RckyMtnPwr	Utilities	155,203.31
RootrSwr	Services	890.05
ShrwnWlms	Goods	515.69
SmthPsych	Services	1,700.00
StOfWyo	Services	40.00
StatelineNo7	Services	17,607.00
StellrPrgrmng	Services	1,993.75
SunCntryDist	Goods	2,020.00
SWI	Services	31,532.00
TrgtSpcltyPrdcts	Goods	6,832.76
TheTreeDctr	Services	1,496.00
TheWash	Services	86.22
TopOffc	Goods	161.55
TotalMchnclSrvcs	Services	9,032.00
TretoCnstrctn	Services	26,030.36
Unifrms2Gear	Goods	415.50
UnvrstyOfWyo	Services	27.94
UpslpMedia	Services	450.00
VrznWrsls	Services	1,021.93
VoiancLanguageSrvc	Services	25.00
VRC	Services	249.92
Wamco	Services	1,100.00
WtrTech	Goods	8,205.00
WyneColem Const	Services	52,058.71

WstrnPlainsLgstcs	Services	54,245.00
WLCEngnrng	Services	25,872.57
WWCEngnrng	Services	14,950.65
WstPlainsEngnrng	Services	2,615.00
WLEA	Services	675.00
WyoMchnry	Services	365,888.29
WyoAsscOffFireMrshls	Dues	140.00
Wyo1stAid	Goods	213.31
Xerox	Goods	207.03
YouthCrisisCntr	Funding	34,905.00
Total		2,539,936.99

5. BRIGHT SPOT

Mayor Knell welcomed members of the Casper Community Tennis Association to discuss Tennis Month. Angela Emery, Secretary for CCTA, discussed the benefits of tennis to the health of the community. She also discussed plans that the organization has to grow the sport of tennis in Casper and in the State of Wyoming. Mayor Knell then proclaimed May as Tennis Month for the City of Casper and read and presented the proclamation to Ms. Emery.

6. COMMUNICATIONS FROM PERSONS PRESENT

Jane Ifland, Holly Thompson, Tosha Blackburn, Mandy Mosier, Debra Cheathum, Riata Walker, and Keith Goodenough brought forward their concerns regarding the comments made by Mayor Knell about Well Springs Health Clinic on social media. Tim Powell, Carol Chapin, Kyle True, Bob Brechtel, Mike Pyatt, Sadie Carson, and Sherry Martin spoke in support of the Mayor's comments. Mike Huber addressed his concerns with the Mayor's comments and then spoke in remembrance of Doug Follick and asked for a moment of silence for him.

7.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilor Cathey seconded by Councilor Jensen, to, by minute action, establish May 16, 2023, as the public hearing date for consideration of:

- a. New Winery Liquor License No. 1 for Gruner Brothers Brewing, dba Gruner Brothers Brewing, located at 1301 Wilkins Circle;
- b. Transfer of Ownership for Retail Liquor License No. 1 from Tin Shack, LLC, dba Poplar Wine & Spirits, located at 1016 South Poplar Street to 1016 Poplar LLC, dba Poplar Wine & Spirits, located at 1016 Poplar Street; and,
- c. New Restaurant Liquor License No. 51 for Movie Palace Inc., dba Studio City Stadium 10 Cinemas, located at 5020 East 2nd Street.

Motion passed.

8. PUBLIC HEARING – MINUTE ACTION

Mayor Knell opened the public hearing for the consideration of transfer of ownership of Retail Liquor License No. 37 to Bull Horn Brewing.

City Attorney Nelson entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated April 20, 2023; an affidavit of publication, as published in the Casper Star-Tribune, dated April 25, 2023; an affidavit of website publication, dated April 25, 2023; and a liquor license application filed April 5, 2023.

Speaking in support of the item was: Holden Kai, owner of Bull Horn Brewing. There were no citizens to speak against the item. The public hearing was closed.

Moved by Councilor Cathey, seconded by Councilor Jensen to, by consent minute action authorize the transfer of ownership for Retail Liquor License No. 37 from Charger Holdings, LLC dba Charger Holdings, LLC, located at 355 West Yellowstone to Bull Horn Brewing, LLC, dba Bull Horn Brewing, located at 355 West Yellowstone Hwy. Motion passed.

9.A. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 6-23

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 159 (HEREINAFTER CALLED THE “DISTRICT”); ORDERING CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

Councilor Bond presented the foregoing ordinance for adoption, on second reading. Seconded by Councilor Jensen.

There was no public comment on the ordinance. Councilor Haskins asked if the FAQ page was created and sent out to property owners, and City Manager Napier responded that this did occur.

There was no other discussion or amendments. Motion passed.

9.B. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 7-23

AN ORDINANCE APPROVING A ZONE CHANGE OF LOT 1, MAJESTIC MOUNTAIN ADDITION, FROM PH (PARK HISTORIC) TO C-2 (GENERAL BUSINESS).

Councilor Haskins presented the foregoing ordinance for adoption, on second reading. Seconded by Councilor Cathey.

There was no public comment, no discussion and no amendments to the ordinance. Motion passed.

9.C. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 8-23
AN ORDINANCE APPROVING THE HIGHLAND PARK TENNIS
COMPLEX ADDITION, AND THE ASSOCIATED SUBDIVISION
AGREEMENT.

Councilor Gamroth presented the foregoing ordinance for adoption, on second reading. Seconded by Councilor Jensen.

There was no public comment, no discussion and no amendments to the ordinance. Motion passed.

9.D. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 9-23
AN ORDINANCE APPROVING A PLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE FOR THE LUKASIEWICZ
SUBDIVISION IN THE CITY OF CASPER WYOMING.

Councilor Bond presented the foregoing ordinance for adoption, on second reading. Seconded by Councilor Gamroth.

There was no public comment, no discussion and no amendments to the ordinance. Motion passed.

10. ORDINANCE— SECOND READING

Mayor Knell asked when a motion could be considered to postpone the third reading adoption of this ordinance, and City Manager Napier responded that this would occur during the amendment portion.

Following ordinance read:

ORDINANCE NO. 5-23
AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF
THE CASPER MUNICIPAL CODE, INCLUDING SECTIONS 5.08.150
AND 5.08.390.

Councilor Gamroth presented the foregoing ordinance for adoption, on second reading. Seconded by Councilor Jensen.

Citizens to speak about the ordinance were: Seth Hollier, explaining that he did not support the ordinance and discussing a responsible venue program.

Councilor Gamroth stated that he felt the incentive program was a different issue and asked for it to be added to a future work session.

Mayor Knell asked for any amendments. Councilor Gamroth moved to postpone the third reading of the ordinance to May 16, 2023. Seconded by Councilor Cathey. Motion passed.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-80

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND HDR ENGINEERING.

RESOLUTION NO. 23-81

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH FORTERRA CONCRETE PRODUCTS, INC., FOR MANUFACTURING CONCRETE BLOCKS TO BE USED AT THE CASPER COMPOST YARD, PROJECT NO. 22-050.

RESOLUTION NO. 23-82

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LER, INC., DBA RENNER SPORTS SURFACES, FOR THE HIGHLAND PARK PICKLEBALL COURT RESURFACING, PROJECT NO. 23-013.

RESOLUTION NO. 23-83

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

RESOLUTION NO. 23-84

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING & SURVEYING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE INDUSTRIAL AVENUE DRAINAGE & SURFACING IMPROVEMENTS (ELM TO DAVID), PROJECT NO. 21-055.

RESOLUTION NO. 23-85

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 23-86

A RESOLUTION AUTHORIZING A TRANSPORTATION SERVICES CONTRACT FOR TRANSIT SERVICES FOR THE TOWN OF EVANSVILLE, A WYOMING MUNICIPALITY, FOR FISCAL YEAR 2023.

RESOLUTION NO. 23-87

A RESOLUTION AUTHORIZING A TELEPHONE LINE EASEMENT AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING AND NATRONA COUNTY, WYOMING.

RESOLUTION NO. 23-88

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WATERSMART AQUATIC ECOSYSTEM RESTORATION PROJECTS GRANT PROGRAM.

RESOLUTION NO. 23-89
A RESOLUTION AUTHORIZING ACCEPTANCE OF A CHILD STABILIZATION GRANT FROM THE WYOMING DEPARTMENT OF FAMILY SERVICES IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS.

RESOLUTION NO. 23-90
A RESOLUTION AUTHORIZING AMENDMENT TWO TO THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER.

RESOLUTION NO. 23-91
A RESOLUTION AUTHORIZING AMENDMENT TWO TO THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER.

RESOLUTION NO. 23-92
A RESOLUTION AUTHORIZING THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER.

Councilor Gamroth presented the foregoing thirteen (13) resolutions for adoption. Seconded by Councilor Haskins. Motion passed.

12. CONSENT MINUTE ACTION

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

1. Reject all bids received for the 2023 5-Year Solid Waste Baler Bag Procurement; and,
2. Appoint one (1) new member to Casper's Council of People with Disabilities for a term of three (3) years, beginning May 2, 2023.

Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilors spoke on meetings and events they attended as well as matters of public interest. Councilors Gamroth, Bond, Haskins, Cathey, and Mayor Knell responded to the public comments made during the communications from persons present regarding Mayor Knell's comments on social media about the Well Springs Health Clinic.

Mayor Knell asked for a moment of silence in remembrance of Doug Follick.

14. ADJOURN INTO EXECUTIVE SESSION

At 8:01 p.m., it was moved by Councilor Gamroth, seconded by Councilor Jensen, to adjourn into executive session to discuss personnel. Motion passed.

There being no further business, Mayor Knell asked for a motion to adjourn the executive session. Moved by Councilor Gamroth seconded by Councilor Cathey at 8:14 pm. Motion passed.

Council opened the meeting to the public.

15. ADJOURNMENT

Mayor Knell called for a motion to adjourn the regular meeting. Moved by Councilor Cathey, seconded Councilor Haskins at 8:14 pm. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

City of Casper - Bills and Claims for May 16, 2023

0970 CED

0970 CED	Fleet Maintenance Fund	2 LED LAMPS	\$225.70
0970 CED	Fleet Maintenance Fund	ELECT RECPTACLE FOR LIGHTS	\$12.24
<i>0970 CED - Total For Fleet Maintenance Fund</i>			<i>\$237.94</i>
0970 CED - ALL DEPARTMENTS			\$237.94

19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	Golf - Operations	Head Golf Pro Visit	\$69.04
<i>19TH HOLE RESTAURANT - Total For Golf - Operations</i>			<i>\$69.04</i>
19TH HOLE RESTAURANT - ALL DEPARTMENTS			\$69.04

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Capital Projects Fund	Parts for stand pipe of pump at PV Park	\$603.80
2530 - CPS DSTRBTRS	Capital Projects Fund	Pump for PV Park	\$2,770.00
2530 - CPS DSTRBTRS	Capital Projects Fund	Motor for pump at PV Park	\$2,572.00
<i>2530 - CPS DSTRBTRS - Total For Capital Projects Fund</i>			<i>\$5,945.80</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Locate paint	\$114.25
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation fittings	\$13.21
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Valve for backflow preventer at Fun Valley P	\$130.02
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$257.48</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$6,203.28

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	CLAIM NO 2023052 Auto body repairs	\$1,602.26
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$1,602.26</i>
307 COLLISION - ALL DEPARTMENTS			\$1,602.26

307 JANITORIAL LLC

307 JANITORIAL LLC	Buildings & Structures Fund	Janitorial / Cleaning Service - May 2023	\$3,316.70
<i>307 JANITORIAL LLC - Total For Buildings & Structures Fund</i>			<i>\$3,316.70</i>

307 JANITORIAL LLC - ALL DEPARTMENTS

\$3,316.70

6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Dog Food	\$368.00
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<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			\$368.00
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6H GROUP LLC - ALL DEPARTMENTS

\$368.00

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$647.01
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71 CONSTRUCTION, INC	Streets	Tack Oil	\$9,831.84
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,048.32
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,030.12
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,159.34
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,117.48
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71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$889.07
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<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$15,723.18
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71 CONSTRUCTION, INC - ALL DEPARTMENTS

\$15,723.18

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / mail service	\$30.08
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<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			\$30.08
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A.M.B.I. & SHIPPING,	City Attorney	Postage / Mailing Service	\$61.63
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A.M.B.I. & SHIPPING,	City Attorney	Postage / mail service	\$74.54
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<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			\$136.17
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A.M.B.I. & SHIPPING,	Engineering	Postage / mail service	\$94.46
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<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$94.46
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A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mail service	\$10.24
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<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			\$10.24
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A.M.B.I. & SHIPPING,	Human Resources	Postage / mail service	\$5.52
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<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$5.52
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A.M.B.I. & SHIPPING,	Municipal Court	Postage / mail service	\$664.45
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<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			\$664.45
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A.M.B.I. & SHIPPING,	Police Administration	Postage / mail service	\$353.36
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A.M.B.I. & SHIPPING, - Total For Police Administration	\$353.36
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A.M.B.I. & SHIPPING, - ALL DEPARTMENTS	\$1,294.28
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ADVANCED ANIMAL CARE

ADVANCED ANIMAL CARE	Metro Animal Control	VETERINARY SERVICES vaccines	\$158.00
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ADVANCED ANIMAL CARE - Total For Metro Animal Control	\$158.00
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ADVANCED ANIMAL CARE - ALL DEPARTMENTS	\$158.00
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AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Thermostat replacement - parts/labor	\$886.27
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AIR INNOVATIONS - Total For Balefill - Disposal & Landfill	\$886.27
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AIR INNOVATIONS - ALL DEPARTMENTS	\$886.27
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AIRGAS USA LLC

AIRGAS USA LLC	Refuse - Residential	Latex gloves, welding helmet & safety suppli	\$170.57
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AIRGAS USA LLC	Refuse - Residential	Latex gloves, welding helmet & safety suppli	\$646.75
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AIRGAS USA LLC - Total For Refuse - Residential	\$817.32
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AIRGAS USA LLC - ALL DEPARTMENTS	\$817.32
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ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Administration	Supplies for retirement ceremony	\$28.41
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ALBERTSONS #0062 - Total For Fire-EMS Administration	\$28.41
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ALBERTSONS #0062	Police Administration	GROCERY STORES, SUPERMARKETS Thermop	(\$44.09)
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ALBERTSONS #0062	Police Administration	GROCERY STORES, SUPERMARKETS Thermop	\$44.09
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ALBERTSONS #0062 - Total For Police Administration	\$0.00
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ALBERTSONS #0062	Sewer Administration	Supplies for CPU Advisory Board meeting	\$5.40
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ALBERTSONS #0062 - Total For Sewer Administration	\$5.40
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ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board meeting	\$6.59
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ALBERTSONS #0062 - Total For Water Administration	\$6.59
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ALBERTSONS #0062 - ALL DEPARTMENTS	\$40.40
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ALE EMPORIUM

ALE EMPORIUM	Fire-EMS Training	Meal while traveling for training	\$40.11
<i>ALE EMPORIUM - Total For Fire-EMS Training</i>			<i>\$40.11</i>
ALE EMPORIUM - ALL DEPARTMENTS			\$40.11

ALL AMERICAN GASKET

ALL AMERICAN GASKET	Water Meters	DROP IN EPDM METER- METER REPAIR PART	\$232.70
<i>ALL AMERICAN GASKET - Total For Water Meters</i>			<i>\$232.70</i>
ALL AMERICAN GASKET - ALL DEPARTMENTS			\$232.70

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Weed & Pest Fund	Fire extinguisher yearly check	\$942.00
<i>ALL OUT FIRE EXTINGU - Total For Weed & Pest Fund</i>			<i>\$942.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$942.00

ALL TREES, LLC

ALL TREES, LLC	Refuse - Residential	Tree Trimming - Alley of Oak/Spruce	\$1,850.00
<i>ALL TREES, LLC - Total For Refuse - Residential</i>			<i>\$1,850.00</i>
ALL TREES, LLC - ALL DEPARTMENTS			\$1,850.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$58.82</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$119.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$163.90
ALSCO	Fleet Maintenance Fund	Laundry service	\$122.21
ALSCO	Fleet Maintenance Fund	Laundry service	\$163.90
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$569.66</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$44.18
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$44.18</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	\$133.40

<i>ALSCO - Total For Streets</i>			\$533.60
ALSCO	WWTP Operations	Professional Laundry Services	\$150.58
ALSCO	WWTP Operations	Professional Laundry Services	\$150.58
ALSCO	WWTP Operations	Professional Laundry Services	\$152.38
ALSCO	WWTP Operations	Professional Laundry Services	\$152.38
ALSCO	WWTP Operations	Professional Laundry Services	\$154.38
ALSCO	WWTP Operations	Professional Laundry Services	\$150.58
<i>ALSCO - Total For WWTP Operations</i>			\$910.88
ALSCO - ALL DEPARTMENTS			\$2,117.14

AMAZON.COM HM37S0B01

AMAZON.COM HM37S0B01	Aquatics- Mike Sedar Oper.	Chest Freezers	\$1,132.30
<i>AMAZON.COM HM37S0B01 - Total For Aquatics- Mike Sedar Oper.</i>			\$1,132.30
AMAZON.COM HM37S0B01	Aquatics- Paradise Valley Op	Chest Freezers	\$566.15
<i>AMAZON.COM HM37S0B01 - Total For Aquatics- Paradise Valley Oper</i>			\$566.15
AMAZON.COM HM37S0B01	Aquatics- Washington Oper	Chest Freezers	\$566.15
<i>AMAZON.COM HM37S0B01 - Total For Aquatics- Washington Oper</i>			\$566.15
AMAZON.COM HM37S0B01 - ALL DEPARTMENTS			\$2,264.60

AMAZON.COM RD0F79DJ3

AMAZON.COM RD0F79DJ3	Aquatics- Mike Sedar Oper.	Water Volleyball	\$38.97
<i>AMAZON.COM RD0F79DJ3 - Total For Aquatics- Mike Sedar Oper.</i>			\$38.97
AMAZON.COM RD0F79DJ3 - ALL DEPARTMENTS			\$38.97

AMBIENTE H2O INC

AMBIENTE H2O INC	WWTP Operations	Mechanical seal	\$2,214.39
<i>AMBIENTE H2O INC - Total For WWTP Operations</i>			\$2,214.39
AMBIENTE H2O INC - ALL DEPARTMENTS			\$2,214.39

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Pool Classes	Lifeguard Instructor Books	\$122.56
<i>AMERICAN RED CROSS - Total For Aquatics - Pool Classes</i>			\$122.56

AMERICAN RED CROSS - ALL DEPARTMENTS

\$122.56

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	Community Development	O & E Report	\$125.00
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<i>AMERICAN TITLE AGENC - Total For Community Development</i>			<i>\$125.00</i>
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AMERICAN TITLE AGENC - ALL DEPARTMENTS

\$125.00

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	222314 Equipment repair	\$3,931.25
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AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230075 Equipment repair	\$255.00
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AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230091 Equipment repair	\$1,715.44
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<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$5,901.69</i>
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AMERI-TECH EQUIPMENT - ALL DEPARTMENTS

\$5,901.69

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Pulse Oximeters	\$11.96
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AMZN Mktp US	Aquatics - Operations	Respirator Cartridges	\$132.22
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AMZN Mktp US	Aquatics - Operations	Meat Thermometer	\$27.80
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AMZN Mktp US	Aquatics - Operations	Freezer Thermometer	\$25.99
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AMZN Mktp US	Aquatics - Operations	Carpet Fans	\$331.98
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<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$529.95</i>
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AMZN Mktp US	Aquatics- Marion Kreiner Op	Foam Guards	\$46.53
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AMZN Mktp US	Aquatics- Marion Kreiner Op	Respirator Cartridges	\$37.77
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AMZN Mktp US	Aquatics- Marion Kreiner Op	Pulse Oximeters	\$11.96
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AMZN Mktp US	Aquatics- Marion Kreiner Op	Drum Fan	\$95.54
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<i>AMZN Mktp US - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$191.80</i>
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AMZN Mktp US	Aquatics- Mike Sedar Oper.	Pulse Oximeters	\$11.96
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AMZN Mktp US	Aquatics- Mike Sedar Oper.	Drum Fan	\$95.54
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AMZN Mktp US	Aquatics- Mike Sedar Oper.	Respirator Cartridges	\$75.55
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<i>AMZN Mktp US - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$183.05</i>
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AMZN Mktp US	Aquatics- Paradise Valley Op	Drum Fan	\$95.54
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AMZN Mktp US	Aquatics- Paradise Valley Op	Zip Ties, Zip Tie Tool	\$195.55
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AMZN Mktp US	Aquatics- Paradise Valley Op	Respirator Cartridges	\$56.66
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AMZN Mktp US	Aquatics- Paradise Valley Op	Pulse Oximeters	\$11.96
<i>AMZN Mktp US - Total For Aquatics- Paradise Valley Oper</i>			<i>\$359.71</i>
AMZN Mktp US	Aquatics- Washington Oper	Drum Fan	\$95.54
AMZN Mktp US	Aquatics- Washington Oper	Respirator Cartridges	\$37.77
AMZN Mktp US	Aquatics- Washington Oper	Pulse Oximeters	\$11.96
<i>AMZN Mktp US - Total For Aquatics- Washington Oper</i>			<i>\$145.27</i>
AMZN Mktp US	Balefill - Disposal & Landfill	OFFICE SUPPLIES	\$49.99
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$49.99</i>
AMZN Mktp US	Capital Projects Fund	Microphone for CRC FIT Room	\$59.99
AMZN Mktp US	Capital Projects Fund	Cable for FIT Room; Camp Supplies; Escape R	\$38.94
<i>AMZN Mktp US - Total For Capital Projects Fund</i>			<i>\$98.93</i>
AMZN Mktp US	Community Development	Storage for rolled plans in temp office	\$161.99
<i>AMZN Mktp US - Total For Community Development</i>			<i>\$161.99</i>
AMZN Mktp US	Parks - Parks Maint.	Speakers for Ginger Bread House	\$780.00
AMZN Mktp US	Parks - Parks Maint.	Speakers for Speedway	\$1,639.84
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$2,419.84</i>
AMZN Mktp US	Police Administration	BOOK STORES Police Week items	\$81.50
AMZN Mktp US	Police Administration	BOOK STORES assignment upcoming Sergea	\$121.15
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$202.65</i>
AMZN Mktp US	Rec Center - Classes	Binder dividers; Walkies for Summer Camp O	\$753.98
AMZN Mktp US	Rec Center - Classes	Craft Supplies for Camp	\$11.31
AMZN Mktp US	Rec Center - Classes	Cable for FIT Room; Camp Supplies; Escape R	\$17.97
AMZN Mktp US	Rec Center - Classes	Escape Room Supplies; Camp Supplies	\$53.08
AMZN Mktp US	Rec Center - Classes	Escape Room; Camp Supplies	\$110.94
AMZN Mktp US	Rec Center - Classes	Escape Room Supplies CRC Programming	\$35.52
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$982.80</i>
AMZN Mktp US	Regional Water Operations	Actiflo Turbidity Pumps - Machinery Supplies	\$115.80
<i>AMZN Mktp US - Total For Regional Water Operations</i>			<i>\$115.80</i>
AMZN Mktp US	Water Distribution	SHOVEL FOR RICHARD- VEHICLE SUPPLIES	\$56.48
AMZN Mktp US	Water Distribution	LAMINATOR- BUILDING SUPPLIES	\$26.99
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$83.47</i>
AMZN Mktp US	Weed & Pest Fund	Water testing kit for tank mix	\$65.33
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$65.33</i>
AMZN Mktp US - ALL DEPARTMENTS			\$5,590.58

ANCHOR ELECTRIC INC

ANCHOR ELECTRIC INC	Parks - Parks Maint.	Pulled pump & motor - truck / labor	\$795.00
<i>ANCHOR ELECTRIC INC - Total For Parks - Parks Maint.</i>			<i>\$795.00</i>
ANCHOR ELECTRIC INC - ALL DEPARTMENTS			\$795.00

APPLIED CONTROL EQUI

APPLIED CONTROL EQUI	Regional Water Operations	Air Regulators for Ozone - Machinery Supplie	\$507.01
<i>APPLIED CONTROL EQUI - Total For Regional Water Operations</i>			<i>\$507.01</i>
APPLIED CONTROL EQUI - ALL DEPARTMENTS			\$507.01

ARBY'S 6443

ARBY'S 6443	Special Fire Assistance Fund	Meal while at a regional response deployme	\$34.27
<i>ARBY'S 6443 - Total For Special Fire Assistance Fund</i>			<i>\$34.27</i>
ARBY'S 6443 - ALL DEPARTMENTS			\$34.27

AT & T CORP

AT & T CORP	Balefill - Disposal & Landfill	Acct #287325725737	\$65.30
<i>AT & T CORP - Total For Balefill - Disposal & Landfill</i>			<i>\$65.30</i>
AT & T CORP	City Manager	Acct #287317342545 - Data for ipad	\$40.04
<i>AT & T CORP - Total For City Manager</i>			<i>\$40.04</i>
AT & T CORP	Community Development	Acct #287298906028	\$433.28
<i>AT & T CORP - Total For Community Development</i>			<i>\$433.28</i>
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$645.60
<i>AT & T CORP - Total For Fire-EMS Administration</i>			<i>\$645.60</i>
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$117.37
<i>AT & T CORP - Total For Public Safety Communications</i>			<i>\$117.37</i>
AT & T CORP	Regional Water Operations	Acct #287311040412 - Communication	\$40.04
<i>AT & T CORP - Total For Regional Water Operations</i>			<i>\$40.04</i>
AT & T CORP	Water Distribution	Acct #287290345044	\$524.92
<i>AT & T CORP - Total For Water Distribution</i>			<i>\$524.92</i>
AT & T CORP	Water Meters	Acct #287290345044	\$235.84
<i>AT & T CORP - Total For Water Meters</i>			<i>\$235.84</i>

AT & T CORP - ALL DEPARTMENTS

\$2,102.39

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Aquatics - Operations	Years worth of printing paper for Rec Divisio	\$179.96
<i>ATLAS OFFICE PRODUCT - Total For Aquatics - Operations</i>			\$179.96
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies (electronic wipes) SCALEHOU	\$6.73
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$43.29
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies (laser cartridges) SCALEHOUS	\$548.25
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$598.27
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$8.18
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$8.18
ATLAS OFFICE PRODUCT	Community Development	Boxes for moving	\$126.00
<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			\$126.00
ATLAS OFFICE PRODUCT	Customer Service	PAPER	\$49.99
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$49.99
ATLAS OFFICE PRODUCT	Finance	PAPER	\$49.99
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$49.99
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Office supplies	\$105.98
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$105.98
ATLAS OFFICE PRODUCT	Ice Arena - Classes	Years worth of printing paper for Rec Divisio	\$179.96
<i>ATLAS OFFICE PRODUCT - Total For Ice Arena - Classes</i>			\$179.96
ATLAS OFFICE PRODUCT	Information Services	Monitor Riser	\$53.68
ATLAS OFFICE PRODUCT	Information Services	Office Supplies (packing tape, batteries, tape	\$51.50
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			\$105.18
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$69.12
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			\$69.12
ATLAS OFFICE PRODUCT	Parks - Athletic Maint.	Years worth of printing paper for Rec Divisio	\$179.96
<i>ATLAS OFFICE PRODUCT - Total For Parks - Athletic Maint.</i>			\$179.96
ATLAS OFFICE PRODUCT	Rec Center - Admin	Years worth of printing paper for Rec Divisio	\$179.98
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Admin</i>			\$179.98
ATLAS OFFICE PRODUCT	Rec Center - Operations	Years worth of printing paper for Rec Divisio	\$179.96
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			\$179.96
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$2,012.53

AUTEL.US INC

AUTEL.US INC	Fleet Maintenance Fund	ANNUAL SUBSCRIPTION RENEWED	\$1,495.00
<i>AUTEL.US INC - Total For Fleet Maintenance Fund</i>			<i>\$1,495.00</i>
AUTEL.US INC - ALL DEPARTMENTS			\$1,495.00

B&B RUBBER STAMP

B&B RUBBER STAMP	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$63.90
<i>B&B RUBBER STAMP - Total For Municipal Court</i>			<i>\$63.90</i>
B&B RUBBER STAMP - ALL DEPARTMENTS			\$63.90

BACKFLOWREPAIRPROS

BACKFLOWREPAIRPROS	Capital Projects Fund	Backflow parts to repair the backflow so we	\$2,234.76
<i>BACKFLOWREPAIRPROS - Total For Capital Projects Fund</i>			<i>\$2,234.76</i>
BACKFLOWREPAIRPROS - ALL DEPARTMENTS			\$2,234.76

BADGER METER INC

BADGER METER INC	Water Meters	Cellular Service Unit - April 2023	\$161.98
<i>BADGER METER INC - Total For Water Meters</i>			<i>\$161.98</i>
BADGER METER INC - ALL DEPARTMENTS			\$161.98

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	JUNCTION BOX FOR Landfill EQUIP BLDG	\$9.38
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			<i>\$9.38</i>
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	ELECTRICAL TAPE	\$25.98
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			<i>\$25.98</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Project SAFE Move Supplies - Baileys Ace	\$7.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Pool repair supplies for Marion Kreiner - Bail	\$29.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Key copies for SAFE Project Move - Baileys A	\$27.90
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$6.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Pool repair supplies for Marion Kreiner - Bail	\$1.00
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$73.86</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Tape measure	\$22.17

BAILEYS ACE HDWE	Parks - Parks Maint.	Paint for posts for bbq at Dallason Park	\$20.77
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$42.94</i>
BAILEYS ACE HDWE	Refuse - Residential	TRASH CANS FOR PARKS ROUTE	\$98.97
BAILEYS ACE HDWE	Refuse - Residential	SMALL TOOLS FOR TRUCK BARN	\$42.96
BAILEYS ACE HDWE	Refuse - Residential	REC LOCK KEYS/PAINT FOR CONTAINERS	\$41.91
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			<i>\$183.84</i>
BAILEYS ACE HDWE	Regional Water Operations	Conduit Supplies - Machinery Supplies	\$16.99
<i>BAILEYS ACE HDWE - Total For Regional Water Operations</i>			<i>\$16.99</i>
BAILEYS ACE HDWE	Sewer Wastewater Collection	tapper bit	\$5.49
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$5.49</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$358.48

BATTERIES+BULBS

BATTERIES+BULBS	Police Administration	MISCELLANEOUS AND RETAIL STORES batter	\$6.15
<i>BATTERIES+BULBS - Total For Police Administration</i>			<i>\$6.15</i>
BATTERIES+BULBS - ALL DEPARTMENTS			\$6.15

BAZBEAUX PIZZA

BAZBEAUX PIZZA	Fire-EMS Training	Meal while traveling for training	\$46.95
<i>BAZBEAUX PIZZA - Total For Fire-EMS Training</i>			<i>\$46.95</i>
BAZBEAUX PIZZA - ALL DEPARTMENTS			\$46.95

BENTZ'S TOWN PUMP

BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Fuel	\$38.97
<i>BENTZ'S TOWN PUMP - Total For Fleet Maintenance Fund</i>			<i>\$38.97</i>
BENTZ'S TOWN PUMP - ALL DEPARTMENTS			\$38.97

BEST BUY

BEST BUY	Police Investigations	ELECTRONIC SALES	\$469.97
BEST BUY	Police Investigations	ELECTRONIC SALES	\$69.98
<i>BEST BUY - Total For Police Investigations</i>			<i>\$539.95</i>
BEST BUY - ALL DEPARTMENTS			\$539.95

BEST WESTERN PLUS ST

BEST WESTERN PLUS ST	Police Career Services	BEST WESTERN HOTELS training	\$120.10
<i>BEST WESTERN PLUS ST - Total For Police Career Services</i>			<i>\$120.10</i>
BEST WESTERN PLUS ST - ALL DEPARTMENTS			\$120.10

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$29.00
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			<i>\$29.00</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$6,358.61
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$6,358.61</i>
BLACK HILLS ENERGY	Refuse - Residential	damaged gas meter	\$172.12
<i>BLACK HILLS ENERGY - Total For Refuse - Residential</i>			<i>\$172.12</i>
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94 - Natural Gas	\$7,592.42
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$7,592.42</i>
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$2,953.66
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$2,953.66</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$17,105.81

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane for Equipment Bldg	\$125.20
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$125.20</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$125.20

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Roof repair supplies for Fire Station 1 - Bloed	\$8.09
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$8.09</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$8.09

BP#5923222NORTHWESTQ

BP#5923222NORTHWESTQ	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$34.43
<i>BP#5923222NORTHWESTQ - Total For Police Career Services</i>			<i>\$34.43</i>

BP#5923222NORTHWESTQ - ALL DEPARTMENTS

\$34.43

BP#8631996FIVESTAR Q

BP#8631996FIVESTAR Q	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$43.40
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<i>BP#8631996FIVESTAR Q - Total For Police Career Services</i>			<i>\$43.40</i>
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BP#8631996FIVESTAR Q - ALL DEPARTMENTS

\$43.40

BUSH-WELLS SPORTING

BUSH-WELLS SPORTING	Parks - Athletic Maint.	Center tennis straps	\$276.00
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<i>BUSH-WELLS SPORTING - Total For Parks - Athletic Maint.</i>			<i>\$276.00</i>
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BUSH-WELLS SPORTING - ALL DEPARTMENTS

\$276.00

CAPITAL BUSINESS SYS

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

\$61.80

CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	Poly-500-55 - Chemicals	\$20,196.00
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<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$20,196.00</i>
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CARUS CORPORATION - ALL DEPARTMENTS

\$20,196.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Ice Arena - Operations	NCHD Food Inspeccion	\$60.00
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<i>CASPER NATRONA COUNT - Total For Ice Arena - Operations</i>			<i>\$60.00</i>
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CASPER NATRONA COUNT	Social Community Services	Tax Revenues (City) - April 2023	\$47,914.33
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<i>CASPER NATRONA COUNT - Total For Social Community Services</i>			<i>\$47,914.33</i>
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CASPER NATRONA COUNT - ALL DEPARTMENTS

\$47,974.33

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Advertising - Compost Earth Day Sale	\$225.00
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CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill	\$225.00
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS	\$225.00

CASPER TIRE

CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE - Total For Refuse - Residential			\$45.00
CASPER TIRE - ALL DEPARTMENTS			\$45.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Return of repair supplies for Aquatics Center	(\$68.90)
CASPER WINNELSON CO	Buildings & Structures Fund	Steam room repair supplies for Rec Center -	\$90.33
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$68.90
CASPER WINNELSON CO	Buildings & Structures Fund	HVAC PM Supplies for BAS Building - Winnels	\$28.55
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$170.48
CASPER WINNELSON CO	Buildings & Structures Fund	Rec Center Repair supplies - Winnelson	\$57.60
CASPER WINNELSON CO - Total For Buildings & Structures Fund			\$346.96
CASPER WINNELSON CO - ALL DEPARTMENTS			\$346.96

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Health Insurance Fund	WORKHUMAN CONFERENCE - PARKING	\$36.00
CASPER/NATRONA COUNT - Total For Health Insurance Fund			\$36.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$30.00
CASPER/NATRONA COUNT - Total For Police Career Services			\$30.00
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$66.00

CENEX CUBBY S

CENEX CUBBY S	Police Career Services	AUTOMATED FUEL DISPENSERS Training	\$38.77
CENEX CUBBY S - Total For Police Career Services			\$38.77
CENEX CUBBY S - ALL DEPARTMENTS			\$38.77

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Regional Wholesale Water Revenue	\$319,541.31
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<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			\$319,541.31
CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - April 2023	\$5,608.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			\$5,608.00
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$325,149.31

CENTRAL WY. SENIOR S

CENTRAL WY. SENIOR S	Capital Projects Fund	1% #16 Funding Central WY Seni	\$23,663.36
<i>CENTRAL WY. SENIOR S - Total For Capital Projects Fund</i>			\$23,663.36
CENTRAL WY. SENIOR S - ALL DEPARTMENTS			\$23,663.36

CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$80.46
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$80.46
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$44.07
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$44.07
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,248.74
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$499.32
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$251.27
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,999.33
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$47.99
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$47.99
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$29.51
<i>CENTURYLINK - Total For Municipal Court</i>			\$29.51
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$399.11
<i>CENTURYLINK - Total For Police Administration</i>			\$399.11
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$303.75
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$215.22
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$518.97
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$352.64
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$352.64
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,341.19
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			\$1,341.19
CENTURYLINK - ALL DEPARTMENTS			\$4,813.27

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication Acct #8313 30 031 0817837		\$89.69
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$89.69</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$89.69

CHEESECAKE INDIANAPO

CHEESECAKE INDIANAPO	Fire-EMS Training	Meal while traveling for training	\$63.80
<i>CHEESECAKE INDIANAPO - Total For Fire-EMS Training</i>			<i>\$63.80</i>
CHEESECAKE INDIANAPO - ALL DEPARTMENTS			\$63.80

CHEM AQUA

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

CHROMASCAPE, INC

CHROMASCAPE, INC	Balefill - Diversion & Special	Red dye for woodchips in compost yard	\$4,939.27
<i>CHROMASCAPE, INC - Total For Balefill - Diversion & Special</i>			<i>\$4,939.27</i>
CHROMASCAPE, INC - ALL DEPARTMENTS			\$4,939.27

CITIZEN PAYMENT

CITIZEN PAYMENT	City Clerk	Health License Refund HLTH 000452	\$75.00
<i>CITIZEN PAYMENT - Total For City Clerk</i>			<i>\$75.00</i>
CITIZEN PAYMENT	General Fund Revenue	Refund - Misc Check #11291	\$41.45
CITIZEN PAYMENT	General Fund Revenue	Refund - Misc Check #1152521	\$25.00
CITIZEN PAYMENT	General Fund Revenue	Refund - Overpayment Check #'s 192380 & 1	\$454.00
CITIZEN PAYMENT	General Fund Revenue	Return of funds on dismissed case	\$110.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			<i>\$630.45</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$705.45

CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	City Employee CRC Use - Jul., Aug. & Sept. 20	\$197.50
CITY OF CASPER	Balefill - Disposal & Landfill	Street Sweeping Monthly Fee	\$2,266.00
CITY OF CASPER	Balefill - Disposal & Landfill	City Employee CRC Use - Jan., Feb. & Mar. 20	\$185.00
CITY OF CASPER	Balefill - Disposal & Landfill	City Employee CRC Use - Oct., Nov. & Dec. 2	\$162.50
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,811.00</i>
CITY OF CASPER	Community Development	Roll-off for Barb Dorf Per A. Jividen	\$370.00
<i>CITY OF CASPER - Total For Community Development</i>			<i>\$370.00</i>
CITY OF CASPER	Fleet Maintenance Fund	Public Garbage	\$141.35
<i>CITY OF CASPER - Total For Fleet Maintenance Fund</i>			<i>\$141.35</i>
CITY OF CASPER	Hogadon - Operations	Public Garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$6,655.37
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,655.37</i>
CITY OF CASPER	Parks - Athletic Maint.	Commercial Charge - 6 YD Container	\$364.00
CITY OF CASPER	Parks - Athletic Maint.	Commercial Charge - 6 YD Container	\$364.00
CITY OF CASPER	Parks - Athletic Maint.	Commercial Charge 3YD @ Baseball Field	\$220.00
CITY OF CASPER	Parks - Athletic Maint.	Commercial Charge 3YD @ Baseball Field	\$110.00
<i>CITY OF CASPER - Total For Parks - Athletic Maint.</i>			<i>\$1,058.00</i>
CITY OF CASPER	Public Transit - CARES Act	Workorder & Fuel Charges	\$18,148.94
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$18,148.94</i>
CITY OF CASPER	Public Transit - Operations	Workorder & Fuel Charges	\$47,911.07
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$47,911.07</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$8,356.43
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,895.55
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$7,732.18
CITY OF CASPER	Refuse - Residential	Garbage baler/prk trash/sweeping/newspr/c	\$7,914.50
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/sweep/newspaper	\$12,327.43
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboa	\$6,795.18
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$7,094.45
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$596.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$8,478.80
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboa	\$8,195.20
CITY OF CASPER	Refuse - Residential	Monthly balefill pass billing for April 2023	\$59,240.00
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$133,625.92</i>
CITY OF CASPER	Regional Water Operations	Alt. Daily Compost 27 Trips - Refuse Collectio	\$7,792.61
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$7,792.61</i>

CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$430,195.53
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$430,195.53</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$91.30
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$103.95
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$86.90
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$122.10
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$404.25</i>
CITY OF CASPER - ALL DEPARTMENTS			\$649,134.04

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$1,372.50
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$1,372.50</i>
CIVIL ENGINEERING PR	Revolving Land Fund	Legal Descriptions/Exhibits For IZaak Walton	\$525.00
<i>CIVIL ENGINEERING PR - Total For Revolving Land Fund</i>			<i>\$525.00</i>
CIVIL ENGINEERING PR	Sewer Wastewater Collection	GemsS028991-Poplar & 1st St In	\$14,947.14
<i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i>			<i>\$14,947.14</i>
CIVIL ENGINEERING PR	Water Distribution	GemsS028991-Poplar & 1st St In	\$7,313.44
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$7,313.44</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$24,158.08

CMI TECO, INC.

CMI TECO, INC.	Balefill - Baler Processing	repair Unit #141526 hall trk in baler	\$171.74
CMI TECO, INC.	Balefill - Baler Processing	repair Unit #141489 replace radiator hall trk	\$7,720.71
<i>CMI TECO, INC. - Total For Balefill - Baler Processing</i>			<i>\$7,892.45</i>
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,521.35
CMI TECO, INC.	Refuse - Commercial	Return of gear selector	(\$1,028.99)
CMI TECO, INC.	Refuse - Commercial	Filters	\$118.86
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,740.70
CMI TECO, INC.	Refuse - Commercial	Gear selector	\$1,028.99
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$7,380.91</i>
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$953.91
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,012.04
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$400.72
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,146.24

CMI TECO, INC. - Total For Refuse - Residential	\$6,512.91
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CMI TECO, INC. - ALL DEPARTMENTS	\$21,786.27
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COMMISSION ON ACCRED

COMMISSION ON ACCRED	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$2,110.00
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COMMISSION ON ACCRED - Total For Police Career Services	\$2,110.00
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COMMISSION ON ACCRED - ALL DEPARTMENTS	\$2,110.00
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COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Development Of Codeplugs & Programmed	\$1,760.00
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COMMUNICATION TECHNO - Total For Fire-EMS Operations	\$1,760.00
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COMMUNICATION TECHNO	Police Administration	Gen 2 remote battery & remote	\$453.97
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COMMUNICATION TECHNO	Police Administration	Disconnected aux battery/move power cable	\$110.00
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COMMUNICATION TECHNO	Police Administration	Remove / replace DVR	\$110.00
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COMMUNICATION TECHNO - Total For Police Administration	\$673.97
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COMMUNICATION TECHNO	Refuse - Recycling	LED Mini Bar	\$545.00
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COMMUNICATION TECHNO - Total For Refuse - Recycling	\$545.00
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COMMUNICATION TECHNO - ALL DEPARTMENTS	\$2,978.97
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COMPRESSION LEASING

COMPRESSION LEASING	WWTP Operations	Credit	(\$681.86)
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COMPRESSION LEASING - Total For WWTP Operations	(\$681.86)
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COMPRESSION LEASING - ALL DEPARTMENTS	(\$681.86)
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CONOCO - CONOCO COUN

CONOCO - CONOCO COUN	Police Administration	AUTOMATED FUEL DISPENSERS fuel Cody PD	\$49.45
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CONOCO - CONOCO COUN - Total For Police Administration	\$49.45
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CONOCO - CONOCO COUN - ALL DEPARTMENTS	\$49.45
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CONOCO - STOP-N-GO

CONOCO - STOP-N-GO	Fire-EMS Training	Fuel for travel to teach at the recruit academ	\$69.71
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CONOCO - STOP-N-GO - Total For Fire-EMS Training	\$69.71
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CONOCO - STOP-N-GO - ALL DEPARTMENTS

\$69.71

Core & Main

Core & Main	Water Meters	ECODER PIT 25' ITRON	\$1,713.20
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<i>Core & Main - Total For Water Meters</i>			<i>\$1,713.20</i>
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Core & Main - ALL DEPARTMENTS

\$1,713.20

COURT APPOINTED SPEC

COURT APPOINTED SPEC	Capital Projects Fund	1% #16 Funding Court Appointed	\$10,759.65
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<i>COURT APPOINTED SPEC - Total For Capital Projects Fund</i>			<i>\$10,759.65</i>
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COURT APPOINTED SPEC - ALL DEPARTMENTS

\$10,759.65

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Air freshener & dispenser	\$249.70
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<i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i>			<i>\$249.70</i>
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COWBOY SUPPLY HOUSE - ALL DEPARTMENTS

\$249.70

CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Capital Projects Fund	Franklin 6" Motor 20HP 460V Sandfighter	\$2,007.89
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<i>CPS DISTRIBUTORS, IN - Total For Capital Projects Fund</i>			<i>\$2,007.89</i>
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CPS DISTRIBUTORS, IN - ALL DEPARTMENTS

\$2,007.89

CREED COMPANIES LLC

CREED COMPANIES LLC	Fleet Maintenance Fund	Torque anchor bolts on Rotary 4 post lift	\$120.00
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<i>CREED COMPANIES LLC - Total For Fleet Maintenance Fund</i>			<i>\$120.00</i>
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CREED COMPANIES LLC	Water Distribution	Annual mobile crane inspection-water distrib	\$725.00
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<i>CREED COMPANIES LLC - Total For Water Distribution</i>			<i>\$725.00</i>
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CREED COMPANIES LLC - ALL DEPARTMENTS

\$845.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Capital Projects Fund	Pigtail for controller at Soccer Complex	\$4.83
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CRESCENT ELECTRIC SU - Total For Capital Projects Fund	\$4.83
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CRESCENT ELECTRIC SU - ALL DEPARTMENTS	\$4.83
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CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	OSHA Repair Items for Marathon - Crum Elec	\$14.66
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CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund	\$14.66
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CRUM ELECTRIC SUPPLY	Fleet Maintenance Fund	2 PHOTOCELLS FOR LIGHTS	\$41.73
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CRUM ELECTRIC SUPPLY - Total For Fleet Maintenance Fund	\$41.73
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CRUM ELECTRIC SUPPLY	Regional Water Operations	Morad Recharge Pump Re-Wiring - Well Sup	\$92.52
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CRUM ELECTRIC SUPPLY	Regional Water Operations	Motor Savers for Morad & HOA Switches - W	\$471.23
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CRUM ELECTRIC SUPPLY - Total For Regional Water Operations	\$563.75
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CRUM ELECTRIC SUPPLY	Water Distribution	INVENTORY BUILDING SECURITY LIGHTS- BUI	\$53.85
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CRUM ELECTRIC SUPPLY - Total For Water Distribution	\$53.85
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CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS	\$673.99
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CURRY GARAGE DOOR CO

CURRY GARAGE DOOR CO	Balefill - Baler Processing	Door Repair - emergency baler door #13	\$2,660.00
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CURRY GARAGE DOOR CO	Balefill - Baler Processing	maintance/repair baler pit garage door	\$4,348.00
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CURRY GARAGE DOOR CO - Total For Balefill - Baler Processing	\$7,008.00
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CURRY GARAGE DOOR CO - ALL DEPARTMENTS	\$7,008.00
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DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	EXOXY- WATER & SEWER LINE MATERIALS	\$146.45
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DANA KEPNER COMPANY - Total For Water Distribution	\$146.45
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DANA KEPNER COMPANY - ALL DEPARTMENTS	\$146.45
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DATAMARS INC.

DATAMARS INC.	Metro Animal Shelter	Microchips	\$2,959.88
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DATAMARS INC. - Total For Metro Animal Shelter	\$2,959.88
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DATAMARS INC. - ALL DEPARTMENTS	\$2,959.88
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DAVEY COACH SALES LL

DAVEY COACH SALES LL	Public Transit - Operations	16 Passenger Transit Bus - Dav	\$148,361.00
<i>DAVEY COACH SALES LL - Total For Public Transit - Operations</i>			<i>\$148,361.00</i>
DAVEY COACH SALES LL - ALL DEPARTMENTS			\$148,361.00

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Fire-EMS Operations	Plumbing for new bunker washer	\$4,100.00
<i>DAVIDSON MECHANICAL, - Total For Fire-EMS Operations</i>			<i>\$4,100.00</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$4,100.00

DAVIS INSTRUMENTS

DAVIS INSTRUMENTS	Hogadon - Operations	Weather Station	\$47.40
<i>DAVIS INSTRUMENTS - Total For Hogadon - Operations</i>			<i>\$47.40</i>
DAVIS INSTRUMENTS - ALL DEPARTMENTS			\$47.40

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police Grants Fund	DAYS INNS VS CR 23-016305	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police Grants Fund</i>			<i>\$60.00</i>
DAYS INNS/DAYSTOP - ALL DEPARTMENTS			\$60.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backlow preventer parts	\$120.24
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$120.24</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$120.24

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	claim 2023109 Installation labor	\$122.50
DECKER AUTO GLASS, I	Fleet Maintenance Fund	1/8" Clear Lexan / Cut Fee	\$118.22
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$240.72</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$240.72

DELL MARKETING LP

DELL MARKETING LP	Information Services	VisioP1 Shrdsvr Alng Subsvl MVL	\$82.18
DELL MARKETING LP	Information Services	Azure Overage Reconcile	\$770.57
<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$852.75</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$852.75

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Ice Maker Repair supplies for Casper Soccer -	\$12.75
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Denni	\$69.10
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair parts for City Hall - Dennis Supp	\$9.26
DENNIS SUPPLY CO.	Buildings & Structures Fund	Ice Maker Repair Supplies for Casper Soccer	\$12.75
DENNIS SUPPLY CO.	Buildings & Structures Fund	BAS Shop Tools - Dennis Supply	\$19.38
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$123.24</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$123.24

DENVER INDUSTRIAL PU

DENVER INDUSTRIAL PU	WWTP Operations	Shaft sleeve	\$1,224.27
<i>DENVER INDUSTRIAL PU - Total For WWTP Operations</i>			<i>\$1,224.27</i>
DENVER INDUSTRIAL PU - ALL DEPARTMENTS			\$1,224.27

DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$4,221.92
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,449.61
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,450.70
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,488.05
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$4,296.62
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$18,906.90</i>
DESERT MTN. CORP. - ALL DEPARTMENTS			\$18,906.90

DFC COMPANY CCP

DFC COMPANY CCP	Traffic Control	Credit from a previous invoice	(\$0.03)
<i>DFC COMPANY CCP - Total For Traffic Control</i>			<i>(\$0.03)</i>
DFC COMPANY CCP - ALL DEPARTMENTS			(\$0.03)

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Water Distribution	HYDRANT PAINT & SUPPLIES- WATER & SEW	\$106.57
<i>DIAMOND VOGEL PAINTS - Total For Water Distribution</i>			<i>\$106.57</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$106.57

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Chemicals	\$13,068.82
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$13,068.82</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$13,068.82

DRIVEN POWERSPORTS

DRIVEN POWERSPORTS	Capital Projects Fund	Patrol UTV Cover	\$369.99
<i>DRIVEN POWERSPORTS - Total For Capital Projects Fund</i>			<i>\$369.99</i>
DRIVEN POWERSPORTS - ALL DEPARTMENTS			\$369.99

DUO-GARD INDUSTRIES

DUO-GARD INDUSTRIES	Public Transit - Operations	Transit shelter, bench seats, solar lighting, et	\$17,974.00
<i>DUO-GARD INDUSTRIES - Total For Public Transit - Operations</i>			<i>\$17,974.00</i>
DUO-GARD INDUSTRIES - ALL DEPARTMENTS			\$17,974.00

eBay O 03-09939-5180

eBay O 03-09939-5180	Fleet Maintenance Fund	BUMPER 660203 INS	\$473.52
<i>eBay O 03-09939-5180 - Total For Fleet Maintenance Fund</i>			<i>\$473.52</i>
eBay O 03-09939-5180 - ALL DEPARTMENTS			\$473.52

eBay O 15-09964-4392

eBay O 15-09964-4392	Fleet Maintenance Fund	70751 CONNECTOR	\$11.54
eBay O 15-09964-4392	Fleet Maintenance Fund	70751 DEUTSCH CONNECTOR	\$15.75
<i>eBay O 15-09964-4392 - Total For Fleet Maintenance Fund</i>			<i>\$27.29</i>
eBay O 15-09964-4392 - ALL DEPARTMENTS			\$27.29

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work tool reimbursement	\$84.53
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work tool reimbursement	\$245.56
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$330.09</i>
EMPLOYEE REIMBURSEME	Police Administration	CPD's Sam's Club Membership Renewal	\$110.00
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$110.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work Clothing Reimbursement	\$87.08
EMPLOYEE REIMBURSEME	Water Distribution	Work Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Distribution Systems Level 2 Exam Reimburs	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$337.08</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$927.17

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	UV Absorbance & Total Organic Tests - Testi	\$75.00
ENERGY LABRATORIES I	Regional Water Operations	Purgeable Organics, Trihalomethanes - Testi	\$3,006.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests- Testing	\$339.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$3,420.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$363.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$561.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$53.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$977.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$4,397.00

ENGINEERING ECONOMIC

ENGINEERING ECONOMIC	Capital Projects Fund	Contract with Engineering Econ	\$3,080.00
<i>ENGINEERING ECONOMIC - Total For Capital Projects Fund</i>			<i>\$3,080.00</i>
ENGINEERING ECONOMIC - ALL DEPARTMENTS			\$3,080.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Tests - Testing	\$100.00
EUROFINS EATON ANALY	Regional Water Operations	Bromate Tests - Testing	\$100.00

EUROFINS EATON ANALY	Regional Water Operations	Bromate Tests - Testing	\$100.00
EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing - Testing	\$200.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$500.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$500.00

EXPRESS LANE

EXPRESS LANE	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$56.00
<i>EXPRESS LANE - Total For Police Career Services</i>			<i>\$56.00</i>
EXPRESS LANE - ALL DEPARTMENTS			\$56.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC	City Attorney	Temp services	\$809.90
EXPRESS SERVICES INC	City Attorney	Temp services	\$423.64
EXPRESS SERVICES INC	City Attorney	Temp service	\$996.80
<i>EXPRESS SERVICES INC - Total For City Attorney</i>			<i>\$2,230.34</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$2,230.34

FACEBK BNPPNM3U72

FACEBK BNPPNM3U72	Police Career Services	ADVERTISING SERVICES Police Officer job po	\$31.00
<i>FACEBK BNPPNM3U72 - Total For Police Career Services</i>			<i>\$31.00</i>
FACEBK BNPPNM3U72 - ALL DEPARTMENTS			\$31.00

FACEBK LUU9NPFT72

FACEBK LUU9NPFT72	Police Career Services	ADVERTISING SERVICES Police Officer recruit	\$50.00
<i>FACEBK LUU9NPFT72 - Total For Police Career Services</i>			<i>\$50.00</i>
FACEBK LUU9NPFT72 - ALL DEPARTMENTS			\$50.00

FACEBK SG35TNBU72

FACEBK SG35TNBU72	Police Career Services	ADVERTISING SERVICES Police officer recruiti	\$35.00
<i>FACEBK SG35TNBU72 - Total For Police Career Services</i>			<i>\$35.00</i>
FACEBK SG35TNBU72 - ALL DEPARTMENTS			\$35.00

FACEBK WN3BZN7U72

FACEBK WN3BZN7U72	Police Career Services	ADVERTISING SERVICES Police Officer recruit	\$75.00
FACEBK WN3BZN7U72 - Total For Police Career Services			\$75.00
FACEBK WN3BZN7U72 - ALL DEPARTMENTS			\$75.00

FACEBK WP7UQNBU72

FACEBK WP7UQNBU72	Police Career Services	ADVERTISING SERVICES Police Officer recruit	\$31.00
FACEBK WP7UQNBU72 - Total For Police Career Services			\$31.00
FACEBK WP7UQNBU72 - ALL DEPARTMENTS			\$31.00

FACEBK YQH6PLTT72

FACEBK YQH6PLTT72	Police Career Services	ADVERTISING SERVICES Police Officer job po	\$31.00
FACEBK YQH6PLTT72 - Total For Police Career Services			\$31.00
FACEBK YQH6PLTT72 - ALL DEPARTMENTS			\$31.00

FAST STOP 1131

FAST STOP 1131	Police Investigations	AUTOMATED FUEL DISPENSERS Fuel from tr	\$46.18
FAST STOP 1131 - Total For Police Investigations			\$46.18
FAST STOP 1131 - ALL DEPARTMENTS			\$46.18

FBI NATIONAL ACADEMY

FBI NATIONAL ACADEMY	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$110.00
FBI NATIONAL ACADEMY - Total For Police Administration			\$110.00
FBI NATIONAL ACADEMY - ALL DEPARTMENTS			\$110.00

FEDEX OFFIC552000552

FEDEX OFFIC552000552	Police Career Services	QUICK-COPY AND REPRODUCTION SERVICES	\$65.00
FEDEX OFFIC552000552 - Total For Police Career Services			\$65.00
FEDEX OFFIC552000552 - ALL DEPARTMENTS			\$65.00

FEDEX397129703803

FEDEX397129703803	Police Career Services	COURIER SERVICES-AIR OR GROUND,FREIGH	\$330.83
<i>FEDEX397129703803 - Total For Police Career Services</i>			<i>\$330.83</i>
FEDEX397129703803 - ALL DEPARTMENTS			\$330.83

FEDEX940827010489

FEDEX940827010489	Police Career Services	COURIER SERVICES-AIR OR GROUND,FREIGH	\$15.75
<i>FEDEX940827010489 - Total For Police Career Services</i>			<i>\$15.75</i>
FEDEX940827010489 - ALL DEPARTMENTS			\$15.75

FELSBURG HOLT & ULLE

FELSBURG HOLT & ULLE	Metropolitan Planning Org	Casper Area Impact Fee Study	\$4,646.24
<i>FELSBURG HOLT & ULLE - Total For Metropolitan Planning Org</i>			<i>\$4,646.24</i>
FELSBURG HOLT & ULLE - ALL DEPARTMENTS			\$4,646.24

FINALLY RESTAURANT G

FINALLY RESTAURANT G	Police Administration	MANAGEMENT, CONSULTING AND PUBLIC R	\$200.00
<i>FINALLY RESTAURANT G - Total For Police Administration</i>			<i>\$200.00</i>
FINALLY RESTAURANT G - ALL DEPARTMENTS			\$200.00

FIRE PROTECTION PUB

FIRE PROTECTION PUB	Fire-EMS Training	IFSTA - Engineers Testing Manuals	\$276.00
<i>FIRE PROTECTION PUB - Total For Fire-EMS Training</i>			<i>\$276.00</i>
FIRE PROTECTION PUB - ALL DEPARTMENTS			\$276.00

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment Fees 3/16/23 to 4/15/23	\$794.37
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			<i>\$794.37</i>
FIRST INTERSTATE BAN	Capital Projects Fund	Investment Fees 3/16/23 to 4/15/23	\$3,081.99
<i>FIRST INTERSTATE BAN - Total For Capital Projects Fund</i>			<i>\$3,081.99</i>
FIRST INTERSTATE BAN	Customer Service	Tamper resistant bags	\$364.50

<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			\$364.50
FIRST INTERSTATE BAN	General Fund Revenue	Investment Fees 3/16/23 to 4/15/23	\$3,592.85
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$3,592.85
FIRST INTERSTATE BAN	Health Insurance Fund	Investment Fees 3/16/23 to 4/15/23	\$275.94
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$275.94
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$148.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			\$148.00
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment Fees 3/16/23 to 4/15/23	\$467.02
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			\$467.02
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment Fees 3/16/23 to 4/15/23	\$57.19
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$57.19
FIRST INTERSTATE BAN	Opportunities Fund	Investment Fees 3/16/23 to 4/15/23	\$1,183.63
<i>FIRST INTERSTATE BAN - Total For Opportunities Fund</i>			\$1,183.63
FIRST INTERSTATE BAN	Parking Fund	Investment Fees 3/16/23 to 4/15/23	\$11.19
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			\$11.19
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment Fees 3/16/23 to 4/15/23	\$2,468.18
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			\$2,468.18
FIRST INTERSTATE BAN	Refuse - Residential	Investment Fees 3/16/23 to 4/15/23	\$290.70
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			\$290.70
FIRST INTERSTATE BAN	Revolving Land Fund	Investment Fees 3/16/23 to 4/15/23	\$89.51
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			\$89.51
FIRST INTERSTATE BAN	River Fund	Investment Fees 3/16/23 to 4/15/23	\$111.66
<i>FIRST INTERSTATE BAN - Total For River Fund</i>			\$111.66
FIRST INTERSTATE BAN	Sewer Administration	Investment Fees 3/16/23 to 4/15/23	\$601.52
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			\$601.52
FIRST INTERSTATE BAN	Water Administration	Investment Fees 3/16/23 to 4/15/23	\$1,691.28
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			\$1,691.28
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment Fees 3/16/23 to 4/15/23	\$85.60
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			\$85.60
FIRST INTERSTATE BAN	WWTP Operations	Investment Fees 3/16/23 to 4/15/23	\$880.75
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			\$880.75
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$16,195.88

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$64.23
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<i>FISHER SCIENTIFIC - Total For WWTP Operations</i>			\$64.23
FISHER SCIENTIFIC - ALL DEPARTMENTS			\$64.23
FOXSTER OPCO, LLC			
FOXSTER OPCO, LLC	Public Transit - CARES Act	TripMaster Base/Licenses/Fleet Fee/Etc	\$1,110.00
<i>FOXSTER OPCO, LLC - Total For Public Transit - CARES Act</i>			<i>\$1,110.00</i>
FOXSTER OPCO, LLC - ALL DEPARTMENTS			\$1,110.00
FREMONT MOTOR CASPER			
FREMONT MOTOR CASPER	Capital Projects Fund	Half Ton Pickup	\$40,650.00
<i>FREMONT MOTOR CASPER - Total For Capital Projects Fund</i>			<i>\$40,650.00</i>
FREMONT MOTOR CASPER - ALL DEPARTMENTS			\$40,650.00
GALLS, INC.			
GALLS, INC.	Police Career Services	Uniform supplies	\$33.30
GALLS, INC.	Police Career Services	Uniform supplies	\$126.00
GALLS, INC.	Police Career Services	Uniform supplies	\$9.00
GALLS, INC.	Police Career Services	Uniform supplies	\$233.96
GALLS, INC.	Police Career Services	Uniform supplies	\$545.92
GALLS, INC.	Police Career Services	Uniform supplies	\$103.50
GALLS, INC.	Police Career Services	Uniform supplies	\$135.00
GALLS, INC.	Police Career Services	Uniform supplies	\$170.10
GALLS, INC.	Police Career Services	Uniform supplies	\$702.00
GALLS, INC.	Police Career Services	Uniform supplies	\$680.40
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$2,739.18</i>
GALLS, INC. - ALL DEPARTMENTS			\$2,739.18
GDP CPO WYO Pool Sch			
GDP CPO WYO Pool Sch	Aquatics - Operations	CPO Class	\$375.00
<i>GDP CPO WYO Pool Sch - Total For Aquatics - Operations</i>			<i>\$375.00</i>
GDP CPO WYO Pool Sch - ALL DEPARTMENTS			\$375.00

GE MDS

GE MDS	Capital Projects Fund	Antennas for irrigation controller at soccer fi	\$1,166.28
GE MDS	Capital Projects Fund	Radio for Mike Lansing field controller	\$941.75
<i>GE MDS - Total For Capital Projects Fund</i>			<i>\$2,108.03</i>
GE MDS - ALL DEPARTMENTS			\$2,108.03

GEORGE T SANDERS

GEORGE T SANDERS	Parks - Parks Maint.	Air vent for heat exchanger on the soccer pu	\$16.80
<i>GEORGE T SANDERS - Total For Parks - Parks Maint.</i>			<i>\$16.80</i>
GEORGE T SANDERS - ALL DEPARTMENTS			\$16.80

GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	Sand, Delivery Charge & Fuel Surcharge	\$2,198.90
<i>GOLF & SPORT SOLUTIO - Total For Golf - Operations</i>			<i>\$2,198.90</i>
GOLF & SPORT SOLUTIO - ALL DEPARTMENTS			\$2,198.90

GOLF AND SPORT SOLUT

GOLF AND SPORT SOLUT	Golf - Operations	30.49 Tons of USGA Sand	\$2,167.62
<i>GOLF AND SPORT SOLUT - Total For Golf - Operations</i>			<i>\$2,167.62</i>
GOLF AND SPORT SOLUT - ALL DEPARTMENTS			\$2,167.62

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety training streaming	\$95.00
<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			<i>\$95.00</i>
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GOOD TO GO STORES

GOOD TO GO STORES	City Manager	Fuel expense for WAM meeting in Pinedale	\$23.01
<i>GOOD TO GO STORES - Total For City Manager</i>			<i>\$23.01</i>
GOOD TO GO STORES	Fire-EMS Operations	Fuel	\$55.26
GOOD TO GO STORES	Fire-EMS Operations	Fuel	\$59.47

<i>GOOD TO GO STORES - Total For Fire-EMS Operations</i>	<i>\$114.73</i>
GOOD TO GO STORES - ALL DEPARTMENTS	\$137.74

GOVTELLERNATRONAWYFE

GOVTELLERNATRONAWYFE	Ice Arena - Operations	NCHD Food Inspection Surcharge Fee	\$1.50
<i>GOVTELLERNATRONAWYFE - Total For Ice Arena - Operations</i>			<i>\$1.50</i>
GOVTELLERNATRONAWYFE - ALL DEPARTMENTS			\$1.50

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Ice Arena - Grainger	\$110.67
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$110.67</i>
GRAINGER, INC.	Parks - Parks Maint.	Light bulbs for Speedway	\$434.28
<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>			<i>\$434.28</i>
GRAINGER, INC.	Parks - Urban Forestry	wiring for Skid	\$6.80
<i>GRAINGER, INC. - Total For Parks - Urban Forestry</i>			<i>\$6.80</i>
GRAINGER, INC.	Refuse - Recycling	Tool Backpack & Cordless Combination Kit fo	\$365.75
<i>GRAINGER, INC. - Total For Refuse - Recycling</i>			<i>\$365.75</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$917.50

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	Vehicles and wheeled equipment	\$45,984.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$45,984.00</i>
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle Repairs / Claim No. 2023012	\$20,171.23
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle Repairs / Claim No. 2023012	\$688.60
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$20,859.83</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$66,843.83

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Design and CA of CFAC Natatori	\$2,387.20
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$2,387.20</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$2,387.20

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Hydrochloric Acid - Lab Supplies	\$112.14
HACH CO., CORP.	Regional Water Operations	Photocell Replacement Kit & Light Bulbs - W	\$1,410.61
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$1,522.75</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,522.75

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Parks - Urban Forestry	zip ties	\$5.28
<i>HARBOR FREIGHT TOOLS - Total For Parks - Urban Forestry</i>			<i>\$5.28</i>
HARBOR FREIGHT TOOLS	Rec Center - Special Program	CRF Kids Fishing Day - Canopy Shade for Volu	\$54.99
<i>HARBOR FREIGHT TOOLS - Total For Rec Center - Special Programs</i>			<i>\$54.99</i>
HARBOR FREIGHT TOOLS	Streets	File set and Heat Sensor	\$31.98
<i>HARBOR FREIGHT TOOLS - Total For Streets</i>			<i>\$31.98</i>
HARBOR FREIGHT TOOLS	Water Distribution	DRAIN SPADE- VEHICLE SUPPLIES	\$29.98
HARBOR FREIGHT TOOLS	Water Distribution	RATCHET TIE DOWN- BUILDING SUPPLIES	\$44.97
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$74.95</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$167.20

HARDROCK FOOD

HARDROCK FOOD	Health Insurance Fund	WORKHUMAN CONFERENCE - MEALS	\$53.23
<i>HARDROCK FOOD - Total For Health Insurance Fund</i>			<i>\$53.23</i>
HARDROCK FOOD - ALL DEPARTMENTS			\$53.23

HARDROCK HOTEL SD

HARDROCK HOTEL SD	Health Insurance Fund	WORKHUMAN CONFERENCE - HOTEL	\$1,706.61
<i>HARDROCK HOTEL SD - Total For Health Insurance Fund</i>			<i>\$1,706.61</i>
HARDROCK HOTEL SD - ALL DEPARTMENTS			\$1,706.61

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	BAS Shop Supplies	\$6.00
HARDWARE PARTNERS LL	Buildings & Structures Fund	CBC Repair supplies - CY Ace	\$1.58
HARDWARE PARTNERS LL	Buildings & Structures Fund	BAS Shop Supplies - CY Ace	\$18.99

<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			\$26.57
HARDWARE PARTNERS LL	Fire-EMS Operations	Ace Hardware - Propane	\$15.92
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			\$15.92
HARDWARE PARTNERS LL	Parks - Parks Maint.	Watering can for spot watering grass seed	\$9.59
HARDWARE PARTNERS LL	Parks - Parks Maint.	Rope for tennis nets at Washington	\$30.36
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			\$39.95
HARDWARE PARTNERS LL	Water Tanks	FAST ACTING FUSE- BOOSTER/LIFT STATION	\$6.99
<i>HARDWARE PARTNERS LL - Total For Water Tanks</i>			\$6.99
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$89.43

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine and Acid	\$1,873.74
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			\$1,873.74
HAWKINS, INC. - ALL DEPARTMENTS			\$1,873.74

HD SUPPLY FACILITIES

HD SUPPLY FACILITIES	Water Tanks	Air release valves	\$749.71
<i>HD SUPPLY FACILITIES - Total For Water Tanks</i>			\$749.71
HD SUPPLY FACILITIES - ALL DEPARTMENTS			\$749.71

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Metropolitan Planning Org	Western Gateway Corridor Study	\$17,921.84
HDR ENGINEERING, INC	Metropolitan Planning Org	Casper Area Transit Electric F	\$15,249.98
<i>HDR ENGINEERING, INC - Total For Metropolitan Planning Org</i>			\$33,171.82
HDR ENGINEERING, INC	Water Administration	Water Rights Supply and Studie	\$3,013.75
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			\$3,013.75
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$36,185.57

HEDLUND ELECTRIC

HEDLUND ELECTRIC	Balefill - Baler Processing	Installation Of Thermal Trip for baler	\$3,528.80
HEDLUND ELECTRIC	Balefill - Baler Processing	Fuses & Fuse Blocks for Baler	\$2,697.00
<i>HEDLUND ELECTRIC - Total For Balefill - Baler Processing</i>			\$6,225.80

HEDLUND ELECTRIC - ALL DEPARTMENTS	\$6,225.80
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HEINRICH BROTHERS

HEINRICH BROTHERS	Balefill - Disposal & Landfill	ROLLERS FOR BAGGING SYSTEM	\$4,810.08
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<i>HEINRICH BROTHERS - Total For Balefill - Disposal & Landfill</i>			<i>\$4,810.08</i>
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HEINRICH BROTHERS - ALL DEPARTMENTS	\$4,810.08
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HILTON GDN INN NEW O

HILTON GDN INN NEW O	Metro Animal Control	HILTON GARDEN INN Schell conference train	\$834.40
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<i>HILTON GDN INN NEW O - Total For Metro Animal Control</i>			<i>\$834.40</i>
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HILTON GDN INN NEW O - ALL DEPARTMENTS	\$834.40
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HILTON HOTELS CHICAG

HILTON HOTELS CHICAG	Police Career Services	HILTON Room credit	(\$93.92)
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HILTON HOTELS CHICAG	Police Career Services	HILTON Iza Hill room training	\$854.66
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HILTON HOTELS CHICAG	Police Career Services	HILTON Conference	\$854.66
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<i>HILTON HOTELS CHICAG - Total For Police Career Services</i>			<i>\$1,615.40</i>
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HILTON HOTELS CHICAG - ALL DEPARTMENTS	\$1,615.40
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HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Aquatics - Operations	Picture Frame	\$24.99
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<i>HOBBY-LOBBY #0233 - Total For Aquatics - Operations</i>			<i>\$24.99</i>
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HOBBY-LOBBY #0233 - ALL DEPARTMENTS	\$24.99
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HOLIDAY INN - RIVERT

HOLIDAY INN - RIVERT	Community Development	HOLIDAY INNS	\$98.00
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HOLIDAY INN - RIVERT	Community Development	HOLIDAY INNS	\$98.00
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HOLIDAY INN - RIVERT	Community Development	HOLIDAY INNS	\$98.00
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<i>HOLIDAY INN - RIVERT - Total For Community Development</i>			<i>\$294.00</i>
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HOLIDAY INN - RIVERT - ALL DEPARTMENTS	\$294.00
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HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$1,669.61
HOMAX OIL SALES, INC	Fleet Maintenance Fund	6994 GAL Unleaded Fuel	\$19,243.50
HOMAX OIL SALES, INC	Fleet Maintenance Fund	8797 gal Unleaded fuel	\$25,840.57
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$11.93
HOMAX OIL SALES, INC	Fleet Maintenance Fund	8401 gal Clear Diesel Fuel & Ecoclean Power	\$31,132.33
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$77,897.94</i>
HOMAX OIL SALES, INC	Golf - Operations	Midgrade Gasoline & Clear Diesel Fuel	\$2,648.03
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$2,648.03</i>
HOMAX OIL SALES, INC	Regional Water Operations	Fuel for Pick Up's & Explorer - Gas/Fuel	\$139.53
<i>HOMAX OIL SALES, INC - Total For Regional Water Operations</i>			<i>\$139.53</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$5,156.60
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$5,156.60</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$85,842.10

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Water Distribution	REPLACEMENT TEETH CONST BUCKET- VEHICL	\$347.06
<i>HONNEN EQUIPMENT CO. - Total For Water Distribution</i>			<i>\$347.06</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$347.06

HOOTERS INDY DOWNTOW

HOOTERS INDY DOWNTOW	Fire-EMS Training	Meal while traveling for training	\$46.79
<i>HOOTERS INDY DOWNTOW - Total For Fire-EMS Training</i>			<i>\$46.79</i>
HOOTERS INDY DOWNTOW - ALL DEPARTMENTS			\$46.79

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Hose	\$62.62
<i>HOSE AND RUBBER SUPP - Total For Buildings & Structures Fund</i>			<i>\$62.62</i>
HOSE AND RUBBER SUPP	Fire-EMS Operations	2 air hoses and fittings for truck 1 bucket	\$93.16
<i>HOSE AND RUBBER SUPP - Total For Fire-EMS Operations</i>			<i>\$93.16</i>
HOSE AND RUBBER SUPP	Water Distribution	CRIMP 1&2 WIRE- MALE PIPE- VEHICLE SUPP	\$23.30
HOSE AND RUBBER SUPP	Water Distribution	HOSE FOR 660270	\$98.89
<i>HOSE AND RUBBER SUPP - Total For Water Distribution</i>			<i>\$122.19</i>

HOSE AND RUBBER SUPP - ALL DEPARTMENTS	\$277.97
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HOTELSCOM72542611309

HOTELSCOM72542611309	Police Career Services	TRAVEL AGENCIES Hotel for Husted DUI conf	\$444.21
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<i>HOTELSCOM72542611309 - Total For Police Career Services</i>			<i>\$444.21</i>
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HOTELSCOM72542611309 - ALL DEPARTMENTS	\$444.21
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HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Parks - Parks Maint.	Cable for tennis net at Washington Park	\$52.28
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<i>HOWARD SUPPLY COMPAN - Total For Parks - Parks Maint.</i>			<i>\$52.28</i>
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HOWARD SUPPLY COMPAN - ALL DEPARTMENTS	\$52.28
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IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	Regional Water Operations	Vessels & Irrad Colilert - Lab Supplies	\$947.04
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<i>IDEXX DISTRIBUTION I - Total For Regional Water Operations</i>			<i>\$947.04</i>
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IDEXX DISTRIBUTION I - ALL DEPARTMENTS	\$947.04
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INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Testing of street construction & compaction	\$962.50
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<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$962.50</i>
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INBERG-MILLER ENGINE - ALL DEPARTMENTS	\$962.50
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INDIANA CC CONCESS

INDIANA CC CONCESS	Fire-EMS Training	Meal while traveling for training	\$10.90
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<i>INDIANA CC CONCESS - Total For Fire-EMS Training</i>			<i>\$10.90</i>
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INDIANA CC CONCESS - ALL DEPARTMENTS	\$10.90
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INSPIRED TOOL DESIGN

INSPIRED TOOL DESIGN	Weed & Pest Fund	Sticker Burr Roller	\$519.80
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<i>INSPIRED TOOL DESIGN - Total For Weed & Pest Fund</i>			<i>\$519.80</i>
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INSPIRED TOOL DESIGN - ALL DEPARTMENTS	\$519.80
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INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Balefill - Baler Processing	Motor Surge & Vibration Testing north baler	\$1,000.00
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<i>INTERMOUNTAIN MOTOR - Total For Balefill - Baler Processing</i>			<i>\$1,000.00</i>
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INTERMOUNTAIN MOTOR - ALL DEPARTMENTS	\$1,000.00
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INTUIT, INC.

INTUIT, INC.	Capital Projects Fund	CAt6 cable installation for Baseline controlle	\$265.00
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INTUIT, INC.	Capital Projects Fund	CRC FIT Room Electrical work for WIFI Outlet	\$255.16
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<i>INTUIT, INC. - Total For Capital Projects Fund</i>			<i>\$520.16</i>
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INTUIT, INC.	City Manager	Membership dues and meal costs	\$255.50
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<i>INTUIT, INC. - Total For City Manager</i>			<i>\$255.50</i>
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INTUIT, INC.	Parks - Parks Maint.	Graffiti removal Wolf Creek and Fun Valley	\$258.00
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INTUIT, INC.	Parks - Parks Maint.	Graffiti removal cy auto group and Fst. and I-	\$945.00
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<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$1,203.00</i>
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INTUIT, INC.	Parks - Urban Forestry	Arbor Day Trees	\$1,116.00
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<i>INTUIT, INC. - Total For Parks - Urban Forestry</i>			<i>\$1,116.00</i>
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INTUIT, INC.	Police Grants Fund	CHARITABLE AND SOCIAL SERVICE ORGANIZ	\$1,495.00
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<i>INTUIT, INC. - Total For Police Grants Fund</i>			<i>\$1,495.00</i>
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INTUIT, INC.	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$50.00
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<i>INTUIT, INC. - Total For Public Safety Communications</i>			<i>\$50.00</i>
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INTUIT, INC.	Refuse - Residential	BOLTS FOR TRK#2285 RESIDENT SIDELOAD 2	\$47.24
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<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$47.24</i>
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INTUIT, INC.	WWTP Operations	Silicone adhesive	\$14.96
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<i>INTUIT, INC. - Total For WWTP Operations</i>			<i>\$14.96</i>
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INTUIT, INC. - ALL DEPARTMENTS	\$4,701.86
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ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	WWTP Operations	Centrifuge repair - equipment / labor	\$1,045.80
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<i>ITC ELECTRICAL TECHN - Total For WWTP Operations</i>			<i>\$1,045.80</i>
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ITC ELECTRICAL TECHN - ALL DEPARTMENTS	\$1,045.80
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JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70786 Equipment repair	\$897.14
JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70777 Equipment repair	\$2,341.36
<i>JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund</i>			<i>\$3,238.50</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$3,238.50

JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	Engineering Services with Jaco	\$15,245.00
<i>JACOBS ENGINEERING G - Total For WWTP Operations</i>			<i>\$15,245.00</i>
JACOBS ENGINEERING G - ALL DEPARTMENTS			\$15,245.00

JIMMY JOHNS -

JIMMY JOHNS -	Parks - Parks Maint.	Washington Park Meeting Lunch 5/1/2023	\$87.44
<i>JIMMY JOHNS - - Total For Parks - Parks Maint.</i>			<i>\$87.44</i>
JIMMY JOHNS - - ALL DEPARTMENTS			\$87.44

JONAS SOFTWARE USA

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

KGA-CHEY, LLC

KGA-CHEY, LLC	Capital Projects Fund	Purchase 4 Unmarked Units	\$41,735.00
KGA-CHEY, LLC	Capital Projects Fund	Purchase 4 Unmarked Units	\$40,235.00
KGA-CHEY, LLC	Capital Projects Fund	Purchase 4 Unmarked Units	\$40,235.00
KGA-CHEY, LLC	Capital Projects Fund	Purchase 4 Unmarked Units	\$39,235.00
<i>KGA-CHEY, LLC - Total For Capital Projects Fund</i>			<i>\$161,440.00</i>
KGA-CHEY, LLC - ALL DEPARTMENTS			\$161,440.00

KINSCO LLC

KINSCO LLC	Fire-EMS Training	Uniform supplies	\$130.00
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KINSCO LLC - Total For Fire-EMS Training	\$130.00
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KINSCO LLC - ALL DEPARTMENTS	\$130.00
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KLJ SOLUTIONS HOLDIN

KLJ SOLUTIONS HOLDIN	Metropolitan Planning Org	Evansville Texas Street Extens	\$2,004.09
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KLJ SOLUTIONS HOLDIN - Total For Metropolitan Planning Org	\$2,004.09
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KLJ SOLUTIONS HOLDIN - ALL DEPARTMENTS	\$2,004.09
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KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	Org Pmt For Inv #311123 Was Accidently Sh	\$64.00
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KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,245.68
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KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$931.04
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KNIFE RIVER/JTL	Streets	Flowable Fill/Short Load Fee/Surcharge/Wint	\$283.50
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KNIFE RIVER/JTL - Total For Streets	\$2,524.22
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KNIFE RIVER/JTL - ALL DEPARTMENTS	\$2,524.22
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KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag polymer for dewatering	\$8,300.00
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KUBWATER RESOURCES, - Total For WWTP Operations	\$8,300.00
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KUBWATER RESOURCES, - ALL DEPARTMENTS	\$8,300.00
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L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Capital Projects Fund	Turnout Gear	\$6,124.00
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L.N. CURTIS & SONS I - Total For Capital Projects Fund	\$6,124.00
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L.N. CURTIS & SONS I - ALL DEPARTMENTS	\$6,124.00
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LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Torrent 500 115V Monthly Rental	\$375.00
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LAWSON PRODUCTS INC	Fleet Maintenance Fund	Torrent 500 115V Monthly Rental	\$525.00
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LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund	\$900.00
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LAWSON PRODUCTS INC - ALL DEPARTMENTS	\$900.00
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LEE ADV PHX

LEE ADV PHX	City Clerk	BOOKS,PERIODICALS AND NEWSPAPERS	\$2,332.69
<i>LEE ADV PHX - Total For City Clerk</i>			<i>\$2,332.69</i>
LEE ADV PHX - ALL DEPARTMENTS			\$2,332.69

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning / Janitorial Service	\$300.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Painting Service - 1/2 payment	\$750.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,050.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$1,050.00

LOGISTICS365 INC

LOGISTICS365 INC	Capital Projects Fund	Replace Tracked ATV (Ski Patrol)	\$30,183.40
LOGISTICS365 INC	Capital Projects Fund	UTV WITH TRACKS	\$32,183.39
<i>LOGISTICS365 INC - Total For Capital Projects Fund</i>			<i>\$62,366.79</i>
LOGISTICS365 INC - ALL DEPARTMENTS			\$62,366.79

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Aquatics - Operations	Fuse replacement	\$130.00
<i>LONG BUILDING TECHNO - Total For Aquatics - Operations</i>			<i>\$130.00</i>
LONG BUILDING TECHNO	Buildings & Structures Fund	Replace controller,rewired boiler/circulating	\$2,665.81
<i>LONG BUILDING TECHNO - Total For Buildings & Structures Fund</i>			<i>\$2,665.81</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$2,795.81

LYFT 1 RIDE

LYFT 1 RIDE	Police Career Services	TAXICABS/LIMOUSINES conference	\$28.72
LYFT 1 RIDE	Police Career Services	TAXICABS/LIMOUSINES conference	\$52.79
LYFT 1 RIDE	Police Career Services	TAXICABS/LIMOUSINES conference	\$17.99
LYFT 1 RIDE	Police Career Services	TAXICABS/LIMOUSINES Conference	\$68.20
<i>LYFT 1 RIDE - Total For Police Career Services</i>			<i>\$167.70</i>
LYFT 1 RIDE - ALL DEPARTMENTS			\$167.70

MAC TOOLS - DOUGLAS

MAC TOOLS - DOUGLAS	Fleet Maintenance Fund	REPAIR 1/2 IMPACT WRENCH	\$296.98
MAC TOOLS - DOUGLAS - Total For Fleet Maintenance Fund			\$296.98
MAC TOOLS - DOUGLAS - ALL DEPARTMENTS			\$296.98

MATTHEW J BUTCHER

MATTHEW J BUTCHER	General Fund Revenue	Review of Wrls Siting App Against 17.12.124	\$875.00
MATTHEW J BUTCHER	General Fund Revenue	Review of Wrls Siting App Against 17.12.124	\$875.00
MATTHEW J BUTCHER - Total For General Fund Revenue			\$1,750.00
MATTHEW J BUTCHER - ALL DEPARTMENTS			\$1,750.00

MAVERIK #389

MAVERIK #389	City Manager	Fuel expense for WAM meeting in Pinedale	\$24.88
MAVERIK #389 - Total For City Manager			\$24.88
MAVERIK #389 - ALL DEPARTMENTS			\$24.88

MAVERIK #502

MAVERIK #502	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$33.01
MAVERIK #502 - Total For Police Career Services			\$33.01
MAVERIK #502 - ALL DEPARTMENTS			\$33.01

MAVERIK #547

MAVERIK #547	City Manager	Food expense for WAM meeting in Pinedale	\$9.57
MAVERIK #547 - Total For City Manager			\$9.57
MAVERIK #547 - ALL DEPARTMENTS			\$9.57

MCMASTER-CARR

MCMASTER-CARR	Aquatics- Mike Sedar Oper.	Stainless Steel Tables	\$2,189.95
MCMASTER-CARR - Total For Aquatics- Mike Sedar Oper.			\$2,189.95
MCMASTER-CARR - ALL DEPARTMENTS			\$2,189.95

MELGAARD CONSTRUCTIO

MELGAARD CONSTRUCTIO	Balefill - Disposal & Landfill	Cell 5 Construction (Earthwork	\$83,397.49
<i>MELGAARD CONSTRUCTIO - Total For Balefill - Disposal & Landfill</i>			<i>\$83,397.49</i>
MELGAARD CONSTRUCTIO - ALL DEPARTMENTS			\$83,397.49

MENARDS CASPER WY

MENARDS CASPER WY	Refuse - Residential	SUPPLYS FOR GUTTER REPAIR @ 748 ST JOH	\$47.62
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			<i>\$47.62</i>
MENARDS CASPER WY	Water Distribution	PARTS FOR 1436 BRIGHAM YOUNG SEWER C	\$5.99
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$5.99</i>
MENARDS CASPER WY	Water Tanks	WEED KILLER- BOOSTER/LIFT STATION SUPP	\$799.95
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$799.95</i>
MENARDS CASPER WY	Weed & Pest Fund	gloves safety	\$303.65
<i>MENARDS CASPER WY - Total For Weed & Pest Fund</i>			<i>\$303.65</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$1,157.21

MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	1%#16 Funding Mercer Family Re	\$8,116.70
<i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i>			<i>\$8,116.70</i>
MERCER HOUSE, INC. - ALL DEPARTMENTS			\$8,116.70

MICHAELS FENCE & SUP

MICHAELS FENCE & SUP	Balefill - Disposal & Landfill	USED GATES FOR ASBESTOS CELL	\$250.00
<i>MICHAELS FENCE & SUP - Total For Balefill - Disposal & Landfill</i>			<i>\$250.00</i>
MICHAELS FENCE & SUP - ALL DEPARTMENTS			\$250.00

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Fence repair parts for PV Park	\$17.28
<i>MICHAELSFENCE&SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$17.28</i>
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$17.28

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Capital Projects Fund	3 Triplex Greens Mowers	\$164,482.00
MIDLAND IMPLEMENT, I - Total For Capital Projects Fund			\$164,482.00
MIDLAND IMPLEMENT, I	Golf - Operations	Toro Drive Assembly & Parts	\$2,297.23
MIDLAND IMPLEMENT, I - Total For Golf - Operations			\$2,297.23
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$166,779.23

MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$373.42
MIDLAND SCIENTIFIC - Total For WWTP Operations			\$373.42
MIDLAND SCIENTIFIC - ALL DEPARTMENTS			\$373.42

MIDWEST LABORATORIES

MIDWEST LABORATORIES	Balefill - Diversion & Special	spring 2023 Compost Testing/Analytical	\$417.00
MIDWEST LABORATORIES - Total For Balefill - Diversion & Special			\$417.00
MIDWEST LABORATORIES - ALL DEPARTMENTS			\$417.00

ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	230094 Vehicle alignment	\$87.00
ML AUTOMOTIVE - Total For Fleet Maintenance Fund			\$87.00
ML AUTOMOTIVE - ALL DEPARTMENTS			\$87.00

MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Capital Projects Fund	Concrete/Fiber/Fuel Surcharge/Short Load F	\$824.25
MOBILE CONCRETE, INC - Total For Capital Projects Fund			\$824.25
MOBILE CONCRETE, INC - ALL DEPARTMENTS			\$824.25

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Capital Projects Fund	Ford Wyoming Center Fire Alarm	\$31,730.00
MODERN ELECTRIC CORP - Total For Capital Projects Fund			\$31,730.00

MODERN ELECTRIC CORP - ALL DEPARTMENTS	\$31,730.00
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MOTHER SETON HOUSING

MOTHER SETON HOUSING	Capital Projects Fund	1%#16 One Cent Funding Mother	\$38,222.37
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<i>MOTHER SETON HOUSING - Total For Capital Projects Fund</i>			<i>\$38,222.37</i>
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MOTHER SETON HOUSING - ALL DEPARTMENTS	\$38,222.37
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MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Disposal & Landfill	Rexroth Seal Kits & Freight FOR BALER	\$1,609.34
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<i>MOTION AND FLOW CONT - Total For Balefill - Disposal & Landfill</i>			<i>\$1,609.34</i>
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MOTION AND FLOW CONT - ALL DEPARTMENTS	\$1,609.34
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MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Capital Projects Fund	Radios for 4 Unmarked Units	\$157.14
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<i>MOTOROLA SOLUTIONS - Total For Capital Projects Fund</i>			<i>\$157.14</i>
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MOTOROLA SOLUTIONS - ALL DEPARTMENTS	\$157.14
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MOUNTAIN STATES

MOUNTAIN STATES	Metro Animal Control	Printing Service - animal impound cards	\$106.09
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<i>MOUNTAIN STATES - Total For Metro Animal Control</i>			<i>\$106.09</i>
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MOUNTAIN STATES - ALL DEPARTMENTS	\$106.09
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MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Water Meters	DOOR HANGERS- OTHER MATERIALS & SUPP	\$384.57
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<i>MOUNTAIN STATES LITH - Total For Water Meters</i>			<i>\$384.57</i>
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MOUNTAIN STATES LITH - ALL DEPARTMENTS	\$384.57
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MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Op	Acct #12212	\$5.00
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<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$5.00</i>
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MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper.	Acct #12214	\$5.00
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<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.</i>			\$5.00
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Op	Acct #12213	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper</i>			\$5.00
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper	Acct #12211	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper</i>			\$5.00
MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$49.95
MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #20778	\$75.37
<i>MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund</i>			\$125.32
MOUNTAIN WEST TECHNO	Hogadon - Operations	Guest Internet	\$59.95
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			\$59.95
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$450.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			\$450.00
MOUNTAIN WEST TECHNO	Public Transit - Operations	Repair link to rec fiber cable	\$1,961.95
<i>MOUNTAIN WEST TECHNO - Total For Public Transit - Operations</i>			\$1,961.95
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$2,617.22

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Regional Water Operations	Roll Pin - Small Tools & Supplies	\$34.20
NAPA AUTO PARTS CORP	Regional Water Operations	Shop Towels, O-Rings, & Lubriplate - Small T	\$28.78
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			\$62.98
NAPA AUTO PARTS CORP	Water Tanks	SUN II VENT FAN MOTOR- BOOSTER/ LIFT ST	\$19.98
<i>NAPA AUTO PARTS CORP - Total For Water Tanks</i>			\$19.98
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$82.96

NATIONAL CYBER CRIME

NATIONAL CYBER CRIME	Police Career Services	BUSINESS SERVICES NOT ELSEWHERE CLASSI	(\$450.00)
<i>NATIONAL CYBER CRIME - Total For Police Career Services</i>			(\$450.00)
NATIONAL CYBER CRIME - ALL DEPARTMENTS			(\$450.00)

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Juvenile Detention - Jan., Feb. & Mar 2023	\$22,500.00
NATRONA COUNTY OFFIC	Police Administration	December 2022 thru March 2023 Expenses	\$53,985.52
NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - February 2023	\$107,413.48

<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$183,899.00</i>
NATRONA COUNTY OFFIC	Police Grants Fund	Equitable Sharing - Case #2022-0995	\$777.80
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$777.80</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$184,676.80

NELICO LLC

NELICO LLC	Refuse - Residential	Cleaning detergent FOR WASH BAY @TRUCK	\$647.90
<i>NELICO LLC - Total For Refuse - Residential</i>			<i>\$647.90</i>
NELICO LLC - ALL DEPARTMENTS			\$647.90

NOLAND FEED

NOLAND FEED	Fire-EMS Training	Straw for live burns	\$78.00
NOLAND FEED	Fire-EMS Training	Straw for live burns	\$39.00
<i>NOLAND FEED - Total For Fire-EMS Training</i>			<i>\$117.00</i>
NOLAND FEED - ALL DEPARTMENTS			\$117.00

NORCO, INC.

NORCO, INC.	Fire-EMS Operations	Hydro test on 2 cascade bottles	\$128.00
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$128.00</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$167.80
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$167.80</i>
NORCO, INC.	Hogadon - Operations	Shop supplies	\$79.83
NORCO, INC.	Hogadon - Operations	Lift repairs	\$358.98
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$438.81</i>
NORCO, INC.	Regional Water Operations	Fuel for the Torch - Gas/Fuel	\$42.58
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$42.58</i>
NORCO, INC.	Water Distribution	SAFTY- OTHER MATERIALS & SUPPLIES	\$131.76
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$131.76</i>
NORCO, INC.	WWTP Operations	Sensor, gloves	\$353.39
NORCO, INC.	WWTP Operations	Gloves	\$160.00
NORCO, INC.	WWTP Operations	Lime	\$1,200.00
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$1,713.39</i>

NORCO, INC. - ALL DEPARTMENTS	\$2,622.34
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NORDIC SOUND INCORPO

NORDIC SOUND INCORPO	Capital Projects Fund	A/V system update	\$2,428.00
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<i>NORDIC SOUND INCORPO - Total For Capital Projects Fund</i>			<i>\$2,428.00</i>
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NORDIC SOUND INCORPO - ALL DEPARTMENTS	\$2,428.00
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NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar Museum	Freight Charges - exhibit crates	\$236.64
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NORTH PARK TRANSPORA	Ft. Caspar Museum	Freight Charges - crates of framed photograp	\$320.64
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<i>NORTH PARK TRANSPORA - Total For Ft. Caspar Museum</i>			<i>\$557.28</i>
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NORTH PARK TRANSPORA - ALL DEPARTMENTS	\$557.28
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NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Parks - Parks Maint.	Hard hat for Matt	\$20.00
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NORTHWEST CONTRACTOR	Parks - Parks Maint.	Bolts for bbq at Dallason Park	\$8.64
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<i>NORTHWEST CONTRACTOR - Total For Parks - Parks Maint.</i>			<i>\$28.64</i>
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NORTHWEST CONTRACTOR	Sewer Wastewater Collection	grease gun	\$233.74
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<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$233.74</i>
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NORTHWEST CONTRACTOR	Water Distribution	LOCATES/SHOP- WATER & SEWER LINE MAT	\$1,405.28
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NORTHWEST CONTRACTOR	Water Distribution	ORANGE PANT- WATER & SEWER LINE MATE	\$106.92
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<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$1,512.20</i>
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NORTHWEST CONTRACTOR - ALL DEPARTMENTS	\$1,774.58
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NRPA OPERATING

NRPA OPERATING	Rec Center - Admin	CPRP Test	\$200.00
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<i>NRPA OPERATING - Total For Rec Center - Admin</i>			<i>\$200.00</i>
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NRPA OPERATING - ALL DEPARTMENTS	\$200.00
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NU CPS REGISTRATION

NU CPS REGISTRATION	Police Career Services	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	(\$5,000.00)
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<i>NU CPS REGISTRATION - Total For Police Career Services</i>			<i>(\$5,000.00)</i>
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NU CPS REGISTRATION - ALL DEPARTMENTS

(\$5,000.00)

NUTECH

NUTECH	Fleet Maintenance Fund	151572 Concentrate Spray Wax & Fuel Surch	\$1,044.91
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<i>NUTECH - Total For Fleet Maintenance Fund</i>			<i>\$1,044.91</i>
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NUTECH - ALL DEPARTMENTS

\$1,044.91

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Police Administration	Veterinary Services	\$47.39
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NVA CASPER VETERINAR	Police Administration	Veterinary Services	\$56.93
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NVA CASPER VETERINAR	Police Administration	Veterinary Services	\$276.96
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<i>NVA CASPER VETERINAR - Total For Police Administration</i>			<i>\$381.28</i>
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NVA CASPER VETERINAR - ALL DEPARTMENTS

\$381.28

OBO`S MARKET PINEDAL

OBO`S MARKET PINEDAL	City Manager	Food expense for WAM meeting in Pinedale	\$2.39
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<i>OBO`S MARKET PINEDAL - Total For City Manager</i>			<i>\$2.39</i>
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OBO`S MARKET PINEDAL - ALL DEPARTMENTS

\$2.39

ODP BUS SOL LLC

ODP BUS SOL LLC	Health Insurance Fund	2 black toner, 1 cyan toner	\$276.21
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<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			<i>\$276.21</i>
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ODP BUS SOL LLC - ALL DEPARTMENTS

\$276.21

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$29.25
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<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$29.25</i>
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OFFICE SHOP INC - ALL DEPARTMENTS

\$29.25

OLIVE GARDEN

OLIVE GARDEN	Police Administration	EATING PLACES, RESTAURANTS Administrati	\$253.41
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OLIVE GARDEN - Total For Police Administration			\$253.41
OLIVE GARDEN - ALL DEPARTMENTS			\$253.41
OMNI SHOREHAM			
OMNI SHOREHAM	City Attorney	OMNI HOTELS: IMLA CLE	\$976.60
OMNI SHOREHAM	City Attorney	OMNI HOTELS	\$333.01
OMNI SHOREHAM - Total For City Attorney			\$1,309.61
OMNI SHOREHAM - ALL DEPARTMENTS			\$1,309.61
ONE CALL OF WY.			
ONE CALL OF WY.	Sewer Wastewater Collection Tickets for April		\$451.57
ONE CALL OF WY. - Total For Sewer Wastewater Collection			\$451.57
ONE CALL OF WY.	Water Distribution	Tickets for April	\$551.93
ONE CALL OF WY. - Total For Water Distribution			\$551.93
ONE CALL OF WY. - ALL DEPARTMENTS			\$1,003.50
OPINIONSTAGE			
OPINIONSTAGE	City Manager	Opinion Stage - Dues and Subscriptions	\$99.00
OPINIONSTAGE - Total For City Manager			\$99.00
OPINIONSTAGE - ALL DEPARTMENTS			\$99.00
O'REILLY AUTO PARTS			
O'REILLY AUTO PARTS	Fleet Maintenance Fund	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$9.44
O'REILLY AUTO PARTS - Total For Fleet Maintenance Fund			\$9.44
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$9.44
OVERHEAD DOOR CO			
OVERHEAD DOOR CO	Fire-EMS Operations	Door repairs	\$150.72
OVERHEAD DOOR CO - Total For Fire-EMS Operations			\$150.72
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$150.72

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$1,064.00
PACE ANALYTICAL SERV - Total For WWTP Pretreatment			\$1,064.00
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$1,064.00

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Parks - Parks Maint.	Pipe for leg for bbq at Dallason Park	\$107.68
PACIFIC STEEL BRANCH - Total For Parks - Parks Maint.			\$107.68
PACIFIC STEEL BRANCH	Refuse - Residential	SHOP SUPPLIES	\$260.93
PACIFIC STEEL BRANCH - Total For Refuse - Residential			\$260.93
PACIFIC STEEL BRANCH - ALL DEPARTMENTS			\$368.61

PAYPAL REEVES COMP

PAYPAL REEVES COMP	Police Career Services	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$341.24
PAYPAL REEVES COMP - Total For Police Career Services			\$341.24
PAYPAL REEVES COMP - ALL DEPARTMENTS			\$341.24

PAYPAL SARLMOBATEK

PAYPAL SARLMOBATEK	Information Services	SSH Software	\$138.00
PAYPAL SARLMOBATEK - Total For Information Services			\$138.00
PAYPAL SARLMOBATEK - ALL DEPARTMENTS			\$138.00

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	PSC Peak CQA CRL Cell 5 Const	\$19,327.13
PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	PSC Peak CQA CRL Cell 5 Const	\$10,070.27
PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill			\$29,397.40
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$29,397.40

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage & supply delivery	\$302.99
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage supply delivery	\$147.23

PEPSI COLA OF CASPER	Ice Arena - Concessions	Cylinder deposit	(\$50.00)
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage & supply delivery	\$458.29
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage supply delivery	\$176.85
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage & supply delivery	\$607.94
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage & supply delivery	\$103.99
PEPSI COLA OF CASPER	Ice Arena - Concessions	Cylinder deposit	(\$100.00)
PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage & supply delivery	\$248.29
PEPSI COLA OF CASPER	Ice Arena - Concessions	Cylinder deposit	(\$50.00)

PEPSI COLA OF CASPER - Total For Ice Arena - Concessions \$1,845.58

PEPSI COLA OF CASPER - ALL DEPARTMENTS \$1,845.58

PHILLIPS 66 - OBOS M

PHILLIPS 66 - OBOS M	City Manager	Fuel expense for WAM meeting in Pinedale	\$25.63
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PHILLIPS 66 - OBOS M - Total For City Manager \$25.63

PHILLIPS 66 - OBOS M - ALL DEPARTMENTS \$25.63

PILOT

PILOT	Fire-EMS Operations	Fuel for travel for recruit academy	\$44.23
PILOT	Fire-EMS Operations	Fuel for travel for recruit acadmey	\$63.19

PILOT - Total For Fire-EMS Operations \$107.42

PILOT	Fire-EMS Training	Fuel for travel to the recruit academy	\$50.61
PILOT	Fire-EMS Training	Fuel for travel to the recruit academy	\$54.17

PILOT - Total For Fire-EMS Training \$104.78

PILOT - ALL DEPARTMENTS \$212.20

POINT EMBLEMS LLC

POINT EMBLEMS LLC	Police Administration	MISCELLANEOUS AND RETAIL STORES Deput	\$930.00
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POINT EMBLEMS LLC - Total For Police Administration \$930.00

POINT EMBLEMS LLC - ALL DEPARTMENTS \$930.00

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$555.99
POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,008.35

POSTAL PROS, INC. - Total For Customer Service			\$4,564.34
POSTAL PROS, INC. - ALL DEPARTMENTS			\$4,564.34

POWER SVC.,INC.

POWER SVC.,INC.	Public Safety Communication Service Labor		\$325.00
POWER SVC.,INC. - Total For Public Safety Communications			\$325.00
POWER SVC.,INC. - ALL DEPARTMENTS			\$325.00

PRAIRIE PELLA WYOMIN

PRAIRIE PELLA WYOMIN	Balefill		\$20.00
PRAIRIE PELLA WYOMIN - Total For Balefill			\$20.00
PRAIRIE PELLA WYOMIN - ALL DEPARTMENTS			\$20.00

PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Cleaning Service - April 2023	\$1,395.00
PROFESSIONAL CLEANIN - Total For WWTP Operations			\$1,395.00
PROFESSIONAL CLEANIN - ALL DEPARTMENTS			\$1,395.00

Publication Printers

Publication Printers	Rec Center - Admin	Summer Activity Guide CRC	\$2,072.33
Publication Printers	Rec Center - Admin	Summer Activity Guide CRC	\$145.75
Publication Printers - Total For Rec Center - Admin			\$2,218.08
Publication Printers - ALL DEPARTMENTS			\$2,218.08

PURVIS INDUSTRIES

PURVIS INDUSTRIES	Capital Projects Fund	Stand pipe and parts for PV Park Pump	\$425.50
PURVIS INDUSTRIES	Capital Projects Fund	Parts for stand pipe for PV Park pump	\$58.64
PURVIS INDUSTRIES - Total For Capital Projects Fund			\$484.14
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$484.14

PY SOURCE EQUIPMENT

PY SOURCE EQUIPMENT	Regional Water Operations	Motor Canopy Cover - Well Supplies	\$129.39
<i>PY SOURCE EQUIPMENT - Total For Regional Water Operations</i>			<i>\$129.39</i>
PY SOURCE EQUIPMENT - ALL DEPARTMENTS			\$129.39

QDOBA 2427

QDOBA 2427	Fire-EMS Training	Meal while traveling to teach at the recruit a	\$28.62
<i>QDOBA 2427 - Total For Fire-EMS Training</i>			<i>\$28.62</i>
QDOBA 2427 - ALL DEPARTMENTS			\$28.62

QDOBA 2791

QDOBA 2791	Fire-EMS Administration	Meal for Labor Contract Meeting	\$178.25
<i>QDOBA 2791 - Total For Fire-EMS Administration</i>			<i>\$178.25</i>
QDOBA 2791 - ALL DEPARTMENTS			\$178.25

QTS RESTAURANT RIVER

QTS RESTAURANT RIVER	Community Development	EATING PLACES, RESTAURANTS	\$34.70
<i>QTS RESTAURANT RIVER - Total For Community Development</i>			<i>\$34.70</i>
QTS RESTAURANT RIVER - ALL DEPARTMENTS			\$34.70

RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Golf - Operations	Head Golf Pro Lodging	\$127.13
<i>RAMKOTA HOTEL AND CO - Total For Golf - Operations</i>			<i>\$127.13</i>
RAMKOTA HOTEL AND CO - ALL DEPARTMENTS			\$127.13

REED'S AUTOMOTIVE &

REED'S AUTOMOTIVE &	Fleet Maintenance Fund	230084 Exhaust repair	\$159.00
<i>REED'S AUTOMOTIVE & - Total For Fleet Maintenance Fund</i>			<i>\$159.00</i>
REED'S AUTOMOTIVE & - ALL DEPARTMENTS			\$159.00

REVDANCE.TENTH HOUSE

REVDANCE.TENTH HOUSE	Rec Center - Operations	Dance Recital Spring CRC	\$63.95
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REVDANCE.TENTH HOUSE	Rec Center - Operations	Spring Dance Recital CRC	\$80.00
REVDANCE.TENTH HOUSE	Rec Center - Operations	Spring Dance Recital CRC Program	\$188.70
<i>REVDANCE.TENTH HOUSE - Total For Rec Center - Operations</i>			<i>\$332.65</i>
REVDANCE.TENTH HOUSE - ALL DEPARTMENTS			\$332.65

RICKS CUSTOMS

RICKS CUSTOMS	Fire-EMS Administration	Engraved Wooden Plaques	\$51.50
<i>RICKS CUSTOMS - Total For Fire-EMS Administration</i>			<i>\$51.50</i>
RICKS CUSTOMS - ALL DEPARTMENTS			\$51.50

Rocky Mountain

Rocky Mountain	Water Distribution	Monthly rental	\$26.95
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$26.95</i>
Rocky Mountain - ALL DEPARTMENTS			\$26.95

ROCKY MOUNTAIN INDUS

ROCKY MOUNTAIN INDUS	Special Fire Assistance Fund	RMI Sensors	\$510.00
<i>ROCKY MOUNTAIN INDUS - Total For Special Fire Assistance Fund</i>			<i>\$510.00</i>
ROCKY MOUNTAIN INDUS	Streets	New Sweatshirts for crew	\$1,104.00
<i>ROCKY MOUNTAIN INDUS - Total For Streets</i>			<i>\$1,104.00</i>
ROCKY MOUNTAIN INDUS	Traffic Control	New fall protection lanyard	\$356.00
<i>ROCKY MOUNTAIN INDUS - Total For Traffic Control</i>			<i>\$356.00</i>
ROCKY MOUNTAIN INDUS - ALL DEPARTMENTS			\$1,970.00

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$90.28
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$90.28</i>
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$119.64
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			<i>\$119.64</i>
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$65.28
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			<i>\$65.28</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-002 2	\$571.29
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$571.29</i>

ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$7,680.82
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$7,680.82</i>
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$112.90
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$112.90</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-165 7	\$54.48
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$54.48</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,599.45
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,240.54
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,839.99</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,083.21
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,083.21</i>
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$171.98
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			<i>\$171.98</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$240.90
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$240.90</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,462.75
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,462.75</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$88.51
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-002 2	\$3,285.99
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$3,374.50</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$372.56
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$372.56</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$25,240.58

Rooter

Rooter	Golf - Operations	Portable Restroom & Fuel Surcharge	\$560.00
<i>Rooter - Total For Golf - Operations</i>			<i>\$560.00</i>
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$210.00
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$541.65</i>
Rooter - ALL DEPARTMENTS			\$1,101.65

ROSEN HOTELS SHNGL C

ROSEN HOTELS SHNGL C	Police Career Services	ROSEN HOTELS & RESORTS Training	\$954.00
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ROSEN HOTELS SHNGL C - Total For Police Career Services	\$954.00
ROSEN HOTELS SHNGL C - ALL DEPARTMENTS	\$954.00

ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE	Parks - Parks Maint.	New Membership/Quarterly Dues & Quarter	\$290.50
ROTARY CLUB OF CASPE - Total For Parks - Parks Maint.			\$290.50
ROTARY CLUB OF CASPE - ALL DEPARTMENTS			\$290.50

SAFARILAND LLC

SAFARILAND LLC	Police Career Services	SPORTING GOODS STORES Holsters new hire	\$437.85
SAFARILAND LLC - Total For Police Career Services			\$437.85
SAFARILAND LLC - ALL DEPARTMENTS			\$437.85

SAMS CLUB #6425

SAMS CLUB #6425	City Council	Supplies for Council meetings	\$242.50
SAMS CLUB #6425 - Total For City Council			\$242.50
SAMS CLUB #6425	Ice Arena - Operations	CUSTODIAL - Kleenex	\$13.98
SAMS CLUB #6425 - Total For Ice Arena - Operations			\$13.98
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS Police Week food	\$359.98
SAMS CLUB #6425 - Total For Police Administration			\$359.98
SAMS CLUB #6425	Rec Center - Special Program	CRF Kids Fishing Day - GoldFish Snacks for Go	\$118.26
SAMS CLUB #6425 - Total For Rec Center - Special Programs			\$118.26
SAMS CLUB #6425 - ALL DEPARTMENTS			\$734.72

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	SAFETY MEETING	\$34.01
SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill			\$34.01
SAMSCLUB #6425	Fire-EMS Administration	Supplies for Retirement Ceremony	\$59.10
SAMSCLUB #6425	Fire-EMS Administration	Admin Pro Day Items	\$21.96
SAMSCLUB #6425 - Total For Fire-EMS Administration			\$81.06
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSION Resale - Pretzels, Pizzas, Water	\$426.17
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Pretzel	\$62.39
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS- Hot Dogs, Pretzels, Hot Dogs	\$258.44

<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$747.00
SAMSCLUB #6425	Refuse - Residential	SAFETY MEETING	\$34.01
<i>SAMSCLUB #6425 - Total For Refuse - Residential</i>			\$34.01
SAMSCLUB #6425	WWTP Operations	Kitchen, cleaning supplies	\$267.60
<i>SAMSCLUB #6425 - Total For WWTP Operations</i>			\$267.60
SAMSCLUB #6425 - ALL DEPARTMENTS			\$1,163.68

SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	SCBA Repair Parts and Components	\$994.44
<i>SEA-WESTERN INC - Total For Fire-EMS Operations</i>			\$994.44
SEA-WESTERN INC - ALL DEPARTMENTS			\$994.44

SHEET METAL SPECIALT

SHEET METAL SPECIALT	WWTP Operations	WWTP Digester Boiler Build	\$431,481.45
<i>SHEET METAL SPECIALT - Total For WWTP Operations</i>			\$431,481.45
SHEET METAL SPECIALT - ALL DEPARTMENTS			\$431,481.45

SHELL OIL 5744427890

SHELL OIL 5744427890	Fire-EMS Training	Fuel for travel to teach at the recruit academ	\$52.00
SHELL OIL 5744427890	Fire-EMS Training	Fuel for travel to teach at the recruit academ	\$89.78
<i>SHELL OIL 5744427890 - Total For Fire-EMS Training</i>			\$141.78
SHELL OIL 5744427890 - ALL DEPARTMENTS			\$141.78

SHERATON INDIANAPOLI

SHERATON INDIANAPOLI	Fire-EMS Training	Hotel Room Parke	\$1,256.58
SHERATON INDIANAPOLI	Fire-EMS Training	Starbucks - Meal while traveling for training	\$14.30
SHERATON INDIANAPOLI	Fire-EMS Training	Hotel Room for Henderson	\$1,256.58
<i>SHERATON INDIANAPOLI - Total For Fire-EMS Training</i>			\$2,527.46
SHERATON INDIANAPOLI - ALL DEPARTMENTS			\$2,527.46

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	TOUCH UP PIAINT FOR BREAKROOM	\$9.99
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<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			\$9.99
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Project SAFE move supplies - Sherwin Willia	\$141.12
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			\$141.12
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$151.11

SHIFTING GEARS INC

SHIFTING GEARS INC	Fleet Maintenance Fund	230084 Replace nox sensor - materials / labo	\$669.40
SHIFTING GEARS INC	Fleet Maintenance Fund	230084 Replacement of down pipe clamp &	\$458.07
SHIFTING GEARS INC	Fleet Maintenance Fund	230084 Replace injector - materials / labor	\$1,817.70
SHIFTING GEARS INC	Fleet Maintenance Fund	230084 Repl exh & pipe clamps - materials/l	\$756.41
<i>SHIFTING GEARS INC - Total For Fleet Maintenance Fund</i>			\$3,701.58
SHIFTING GEARS INC - ALL DEPARTMENTS			\$3,701.58

SHIRTS & MORE INC

SHIRTS & MORE INC	Fleet Maintenance Fund	Remove / Replace Vehicle Vinyl Wrap	\$825.00
<i>SHIRTS & MORE INC - Total For Fleet Maintenance Fund</i>			\$825.00
SHIRTS & MORE INC - ALL DEPARTMENTS			\$825.00

SIRCHIE ACQUISITION

SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$35.79
SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$116.28
SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$1,951.31
<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			\$2,103.38
SIRCHIE ACQUISITION - ALL DEPARTMENTS			\$2,103.38

SMARSH, INC

SMARSH, INC	Information Services	Professional Archive Service	\$2,247.90
<i>SMARSH, INC - Total For Information Services</i>			\$2,247.90
SMARSH, INC - ALL DEPARTMENTS			\$2,247.90

SOUTHERN COAST K9

SOUTHERN COAST K9	Police Administration	Selection Tested Dual Purpose K9 - Buster	\$10,500.00
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<i>SOUTHERN COAST K9 - Total For Police Administration</i>			<i>\$10,500.00</i>
SOUTHERN COAST K9	Police Grants Fund	Selection Tested Dual Purpose K9 - Roquefor	\$10,500.00
SOUTHERN COAST K9	Police Grants Fund	Selection Tested Dual Purpose K9 - SUK	\$10,500.00
<i>SOUTHERN COAST K9 - Total For Police Grants Fund</i>			<i>\$21,000.00</i>
SOUTHERN COAST K9 - ALL DEPARTMENTS			\$31,500.00

SOUTHWES 5262440849

SOUTHWES 5262440849	Police Career Services	SOUTHWEST AIRLINES Tremel Calea Confere	\$259.96
<i>SOUTHWES 5262440849 - Total For Police Career Services</i>			<i>\$259.96</i>
SOUTHWES 5262440849 - ALL DEPARTMENTS			\$259.96

SP BLADETECH HOLSTER

SP BLADETECH HOLSTER	Capital Projects Fund	MISCELLANEOUS GENERAL MERCHANDISE S	\$66.39
<i>SP BLADETECH HOLSTER - Total For Capital Projects Fund</i>			<i>\$66.39</i>
SP BLADETECH HOLSTER - ALL DEPARTMENTS			\$66.39

SPF45

SPF45	Police Career Services	AUTOMATED FUEL DISPENSERS FBINAA bim	\$40.01
<i>SPF45 - Total For Police Career Services</i>			<i>\$40.01</i>
SPF45 - ALL DEPARTMENTS			\$40.01

SPIDR TECH INC

SPIDR TECH INC	Metro Animal Control	Insights Invstgtns & Patrol Module Subscripti	\$13,097.70
<i>SPIDR TECH INC - Total For Metro Animal Control</i>			<i>\$13,097.70</i>
SPIDR TECH INC	Police Administration	Insights Invstgtns & Patrol Module Subscripti	\$13,097.70
<i>SPIDR TECH INC - Total For Police Administration</i>			<i>\$13,097.70</i>
SPIDR TECH INC - ALL DEPARTMENTS			\$26,195.40

SPRINGHILL STES CHEY

SPRINGHILL STES CHEY	Police Investigations	SPRINGHILL SUITES Ev Tech training	\$196.00
SPRINGHILL STES CHEY	Police Investigations	SPRINGHILL SUITES Ev Tech training	\$196.00
<i>SPRINGHILL STES CHEY - Total For Police Investigations</i>			<i>\$392.00</i>

SPRINGHILL STES CHEY - ALL DEPARTMENTS

\$392.00

SQ ADAMS BROWN RECY

SQ ADAMS BROWN RECY	Balefill - Diversion & Special	OFFICE SUPPLIES SPEC WASTE	\$126.06
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SQ ADAMS BROWN RECY - Total For Balefill - Diversion & Special			\$126.06
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SQ ADAMS BROWN RECY - ALL DEPARTMENTS

\$126.06

SQ BLUES GYPSY LLC

SQ BLUES GYPSY LLC	City Council	Lunch meeting	\$21.90
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SQ BLUES GYPSY LLC - Total For City Council			\$21.90
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SQ BLUES GYPSY LLC	City Manager	Lunch meeting	\$21.90
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SQ BLUES GYPSY LLC - Total For City Manager			\$21.90
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SQ BLUES GYPSY LLC - ALL DEPARTMENTS

\$43.80

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Balefill - Diversion & Special	ROLLER KIT FOR SPECIAL WASTE CESQG PRIN	\$25.00
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SQ COMPUTER PROFESS - Total For Balefill - Diversion & Special			\$25.00
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SQ COMPUTER PROFESS	Capital Projects Fund	Ethernet cable for Baseline controllers	\$35.99
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SQ COMPUTER PROFESS - Total For Capital Projects Fund			\$35.99
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SQ COMPUTER PROFESS	Ft. Caspar Museum	Replacement monitor	\$234.00
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SQ COMPUTER PROFESS - Total For Ft. Caspar Museum			\$234.00
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SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVI	\$231.00
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SQ COMPUTER PROFESS - Total For Police Administration			\$231.00
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SQ COMPUTER PROFESS	Police Investigations	COMPUTER MAINTENANCE,REPAIR & SERVI	\$95.00
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SQ COMPUTER PROFESS - Total For Police Investigations			\$95.00
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SQ COMPUTER PROFESS	Public Safety Communication	COMPUTER MAINTENANCE,REPAIR & SERVI	\$178.00
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SQ COMPUTER PROFESS - Total For Public Safety Communications			\$178.00
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SQ COMPUTER PROFESS - ALL DEPARTMENTS

\$798.99

SQ DOGGIEWASTESTATI

SQ DOGGIEWASTESTATI	Sewer Stormwater	poop bags for stormwater coalition	\$2,954.85
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SQ DOGGIEWASTESTATI - Total For Sewer Stormwater			\$2,954.85
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SQ DOGGIEWASTESTATI - ALL DEPARTMENTS

\$2,954.85

SQ FABRIC ARTISTS

SQ FABRIC ARTISTS	Fire-EMS Operations	Alterations to Mason's Class A uniform	\$144.00
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<i>SQ FABRIC ARTISTS - Total For Fire-EMS Operations</i>			<i>\$144.00</i>
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SQ FABRIC ARTISTS - ALL DEPARTMENTS

\$144.00

SQ FCMA

SQ FCMA	Ft. Caspar Museum	MISCELLANEOUS PERSONAL SERVICES	\$517.50
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<i>SQ FCMA - Total For Ft. Caspar Museum</i>			<i>\$517.50</i>
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SQ FCMA - ALL DEPARTMENTS

\$517.50

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Balefill - Diversion & Special	MEN'S AND WOMEN'S CLOTHING STORES	\$110.25
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<i>SQ PEDEN'S INC. - Total For Balefill - Diversion & Special</i>			<i>\$110.25</i>
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SQ PEDEN'S INC.	Community Development	MEN'S AND WOMEN'S CLOTHING STORES	\$39.00
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<i>SQ PEDEN'S INC. - Total For Community Development</i>			<i>\$39.00</i>
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SQ PEDEN'S INC. - ALL DEPARTMENTS

\$149.25

SQ PWP WYOMING

SQ PWP WYOMING	Ice Arena - Concessions	Papa Johns Pizza Orders - Feb/March 2023	\$156.19
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SQ PWP WYOMING	Ice Arena - Concessions	CONCESSION - Papa John Pizza orders April	\$69.01
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<i>SQ PWP WYOMING - Total For Ice Arena - Concessions</i>			<i>\$225.20</i>
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SQ PWP WYOMING - ALL DEPARTMENTS

\$225.20

SQ STEAMBOAT DELI

SQ STEAMBOAT DELI	City Manager	City Manager lunch meeting	\$14.08
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<i>SQ STEAMBOAT DELI - Total For City Manager</i>			<i>\$14.08</i>
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SQ STEAMBOAT DELI - ALL DEPARTMENTS

\$14.08

SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Capital Projects Fund	Troubleshoot power at the Janel water towe	\$88.10
<i>SQ WYATT ELECTRIC I - Total For Capital Projects Fund</i>			<i>\$88.10</i>
SQ WYATT ELECTRIC I	Parks - Parks Maint.	Troubleshoot power at Speedway	\$88.10
<i>SQ WYATT ELECTRIC I - Total For Parks - Parks Maint.</i>			<i>\$88.10</i>
SQ WYATT ELECTRIC I - ALL DEPARTMENTS			\$176.20

SQUARESPACE INC.

SQUARESPACE INC.	City Council	Squarespace - Website production and hosti	\$33.00
<i>SQUARESPACE INC. - Total For City Council</i>			<i>\$33.00</i>
SQUARESPACE INC.	City Manager	Domain purchase for NorthPlatteRiver.org	\$24.00
SQUARESPACE INC.	City Manager	Squarespace Website for North Platte River	\$33.00
<i>SQUARESPACE INC. - Total For City Manager</i>			<i>\$57.00</i>
SQUARESPACE INC. - ALL DEPARTMENTS			\$90.00

STAPLES

STAPLES	Aquatics - Operations	9X12 Envelopes	\$11.98
STAPLES	Aquatics - Operations	Card Stock, Mechanical Pencils	\$31.98
<i>STAPLES - Total For Aquatics - Operations</i>			<i>\$43.96</i>
STAPLES	Police Investigations	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$29.48
<i>STAPLES - Total For Police Investigations</i>			<i>\$29.48</i>
STAPLES - ALL DEPARTMENTS			\$73.44

STAPLES DIRECT

STAPLES DIRECT	City Manager	Office supplies	\$94.78
<i>STAPLES DIRECT - Total For City Manager</i>			<i>\$94.78</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$94.78

STARBUCKS STORE

STARBUCKS STORE	Health Insurance Fund	WORKHUMAN CONFERENCE - MEALS	\$10.10
<i>STARBUCKS STORE - Total For Health Insurance Fund</i>			<i>\$10.10</i>
STARBUCKS STORE - ALL DEPARTMENTS			\$10.10

STATE OF WY.

STATE OF WY.	Aquatics - Operations	License Renewal Code: D1E4AE17	\$50.00
STATE OF WY.	Aquatics - Operations	License Renewal Code: D1E4AE17	\$50.00
STATE OF WY.	Aquatics - Operations	License Renewal Code: D1E4AE17	\$50.00
STATE OF WY. - Total For Aquatics - Operations			\$150.00
STATE OF WY.	Aquatics- Marion Kreiner Op	License Renewal Code: 3T35-GFP8	\$50.00
STATE OF WY.	Aquatics- Marion Kreiner Op	License Renewal Code: 060730AE	\$50.00
STATE OF WY.	Aquatics- Marion Kreiner Op	License Renewal Code: 060730AE	\$50.00
STATE OF WY. - Total For Aquatics- Marion Kreiner Oper.			\$150.00
STATE OF WY.	Aquatics- Mike Sedar Oper.	License Renewal Code: 3DKN-P7B7	\$50.00
STATE OF WY.	Aquatics- Mike Sedar Oper.	License Renewal Code: 442Q-FN8N	\$50.00
STATE OF WY. - Total For Aquatics- Mike Sedar Oper.			\$100.00
STATE OF WY.	Aquatics- Paradise Valley Op	License Renewal Code: 5F1E6DF0	\$100.00
STATE OF WY.	Aquatics- Paradise Valley Op	License Renewal Code: AE1B2086	\$50.00
STATE OF WY.	Aquatics- Paradise Valley Op	License Renewal Code: AE1B2086	\$50.00
STATE OF WY. - Total For Aquatics- Paradise Valley Oper			\$200.00
STATE OF WY.	Aquatics- Washington Oper	License Renewal Code: E9CC403E	\$50.00
STATE OF WY.	Aquatics- Washington Oper	License Renewal Code: E9CC403E	\$50.00
STATE OF WY. - Total For Aquatics- Washington Oper			\$100.00
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - May 2023	\$3,411.67
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - March 2023	\$25,403.18
STATE OF WY. - Total For Health Insurance Fund			\$28,814.85
STATE OF WY.	Water Distribution	Loan #DW025	\$96,220.69
STATE OF WY. - Total For Water Distribution			\$96,220.69
STATE OF WY.	WWTP Operations	WYDES Permit Application & Fees 2023-202	\$1,200.00
STATE OF WY. - Total For WWTP Operations			\$1,200.00
STATE OF WY. - ALL DEPARTMENTS			\$126,935.54

STAX WYOMING FIRS

STAX WYOMING FIRS	WWTP Operations	First aid supplies	\$53.13
STAX WYOMING FIRS - Total For WWTP Operations			\$53.13
STAX WYOMING FIRS - ALL DEPARTMENTS			\$53.13

STEAK-N-SHAKE#0258

STEAK-N-SHAKE#0258	Fire-EMS Training	Meal while traveling for training	\$29.19
<i>STEAK-N-SHAKE#0258 - Total For Fire-EMS Training</i>			<i>\$29.19</i>
STEAK-N-SHAKE#0258 - ALL DEPARTMENTS			\$29.19

STELLAR PROGRAMMING

STELLAR PROGRAMMING	Balefill - Disposal & Landfill	Programming & Consulting Services	\$1,957.50
<i>STELLAR PROGRAMMING - Total For Balefill - Disposal & Landfill</i>			<i>\$1,957.50</i>
STELLAR PROGRAMMING - ALL DEPARTMENTS			\$1,957.50

STK Shutterstock

STK Shutterstock	City Manager	Stock Art and video for Two Fly's posters	\$51.45
<i>STK Shutterstock - Total For City Manager</i>			<i>\$51.45</i>
STK Shutterstock - ALL DEPARTMENTS			\$51.45

STUDIO 1 LTD

STUDIO 1 LTD	Police Investigations	RADIO, TELEVISION AND STEREO REPAIR SH	\$60.83
<i>STUDIO 1 LTD - Total For Police Investigations</i>			<i>\$60.83</i>
STUDIO 1 LTD - ALL DEPARTMENTS			\$60.83

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Diversion & Special	Replacement 3 of outside lights on SW build	\$1,419.80
<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Diversion & Special</i>			<i>\$1,419.80</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$1,419.80

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Police Administration	Fire extinguisher test / service	\$598.75
<i>SUMMIT FIRE & SECURI - Total For Police Administration</i>			<i>\$598.75</i>
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			\$598.75

SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Operations	Plugs to plug in engines, tie down for carts o	\$74.29
<i>SUTHERLANDS 2219 - Total For Fire-EMS Operations</i>			<i>\$74.29</i>
SUTHERLANDS 2219	Ft. Caspar Museum	Screws for exhibit security	\$2.16
<i>SUTHERLANDS 2219 - Total For Ft. Caspar Museum</i>			<i>\$2.16</i>
SUTHERLANDS 2219	RWS - Booster Stations	WARDWELL TANK- BOOSTER SUPPLIES REGI	\$39.62
<i>SUTHERLANDS 2219 - Total For RWS - Booster Stations</i>			<i>\$39.62</i>
SUTHERLANDS 2219	Water Distribution	ROOF REPAIR MATERIAL-BUILDING SUPPLIES	\$56.15
SUTHERLANDS 2219	Water Distribution	PARTS FOR WATER TRL- VEHICLE SUPPLIES	\$9.00
SUTHERLANDS 2219	Water Distribution	PARTS FOR WATER TRL- VEHICLE SUPPLIES	\$37.34
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$102.49</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$218.56

SYSCO CORP

SYSCO CORP	Ice Arena - Concessions	CONCESSION Resale - Chicken, Plzza, Cheese	\$260.19
SYSCO CORP	Ice Arena - Concessions	CONCESSION Resale - Donut, Chicken, Plzza,	\$455.80
<i>SYSCO CORP - Total For Ice Arena - Concessions</i>			<i>\$715.99</i>
SYSCO CORP - ALL DEPARTMENTS			\$715.99

TACO BELL #23077

TACO BELL #23077	City Council	FAST FOOD RESTAURANTS	\$149.92
<i>TACO BELL #23077 - Total For City Council</i>			<i>\$149.92</i>
TACO BELL #23077 - ALL DEPARTMENTS			\$149.92

TARGET

TARGET	Police Administration	DISCOUNT STORES items for police week	\$7.95
<i>TARGET - Total For Police Administration</i>			<i>\$7.95</i>
TARGET - ALL DEPARTMENTS			\$7.95

TAYLOR, ROXANA

TAYLOR, ROXANA	Water Revenue and Transfer		\$878.53
<i>TAYLOR, ROXANA - Total For Water Revenue and Transfers</i>			<i>\$878.53</i>

TAYLOR, ROXANA - ALL DEPARTMENTS	\$878.53
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TEE HIVE LLC

TEE HIVE LLC	General Fund Revenue	Tshirts and sweatshirts for resale in gift shop	\$1,254.00
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<i>TEE HIVE LLC - Total For General Fund Revenue</i>			<i>\$1,254.00</i>
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TEE HIVE LLC - ALL DEPARTMENTS	\$1,254.00
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TENNIS WAREHOUSE

TENNIS WAREHOUSE	Rec Center - Classes	Equipment for Tennis Class	\$84.99
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<i>TENNIS WAREHOUSE - Total For Rec Center - Classes</i>			<i>\$84.99</i>
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TENNIS WAREHOUSE - ALL DEPARTMENTS	\$84.99
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THAI PARADISE

THAI PARADISE	Fire-EMS Training	Meal while traveling for training	\$40.07
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<i>THAI PARADISE - Total For Fire-EMS Training</i>			<i>\$40.07</i>
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THAI PARADISE - ALL DEPARTMENTS	\$40.07
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THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 4/24/23	\$17,642.00
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<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$17,642.00</i>
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THATCHER CO. - ALL DEPARTMENTS	\$17,642.00
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THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	SUPPLIES FOR OIL DROP OFF/ 2 HOSES FOR S	\$75.93
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<i>THE HOME DEPOT - Total For Balefill - Diversion & Special</i>			<i>\$75.93</i>
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THE HOME DEPOT	Buildings & Structures Fund	Project SAFE move supplies - Home Depot	\$11.30
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THE HOME DEPOT	Buildings & Structures Fund	Project SAFE Move Supplies - Home Depot	\$188.58
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THE HOME DEPOT	Buildings & Structures Fund	Project SAFE move supplies - Home Depot	\$198.40
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THE HOME DEPOT	Buildings & Structures Fund	Project SAFE Move Supplies - Home Depot	\$7.97
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THE HOME DEPOT	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Home	\$18.96
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<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$425.21</i>
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THE HOME DEPOT	Hogadon - Operations	supplies	\$100.82
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THE HOME DEPOT	Hogadon - Operations	HD table repair	\$34.93
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$135.75</i>
THE HOME DEPOT	Parks - Parks Maint.	Screed Board for concrete	\$7.35
THE HOME DEPOT	Parks - Parks Maint.	Grade Stakes for story walk	\$39.92
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$47.27</i>
THE HOME DEPOT	Police Investigations	HOME SUPPLY WAREHOUSE STORES	\$44.92
<i>THE HOME DEPOT - Total For Police Investigations</i>			<i>\$44.92</i>
THE HOME DEPOT	Public Transit - CARES Act	Items for bus supplies storage	\$83.86
<i>THE HOME DEPOT - Total For Public Transit - CARES Act</i>			<i>\$83.86</i>
THE HOME DEPOT	Refuse - Residential	SHOP SUPPLIES	\$101.60
THE HOME DEPOT	Refuse - Residential	TOOL BOX FOR TRK #2315 CONTAINER TRUC	\$548.89
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$650.49</i>
THE HOME DEPOT	Traffic Control	Materials for Whitehouse outlet repair	\$26.70
THE HOME DEPOT	Traffic Control	Materials for Whitehouse outlet repair	\$1.73
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$28.43</i>
THE HOME DEPOT	Water Distribution	NIPPLES FOR SERVICE WORK- WATER & SEW	\$85.65
<i>THE HOME DEPOT - Total For Water Distribution</i>			<i>\$85.65</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$1,577.51

THE UPS STORE

THE UPS STORE	Regional Water Operations	Shipping to Send Turbidity Head to Hach - Po	\$34.59
<i>THE UPS STORE - Total For Regional Water Operations</i>			<i>\$34.59</i>
THE UPS STORE	Sewer Wastewater Collection	shipping for cctv camera service	\$40.78
<i>THE UPS STORE - Total For Sewer Wastewater Collection</i>			<i>\$40.78</i>
THE UPS STORE - ALL DEPARTMENTS			\$75.37

THE WESTSHORE GRAND

THE WESTSHORE GRAND	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS Recrui	\$858.08
<i>THE WESTSHORE GRAND - Total For Police Career Services</i>			<i>\$858.08</i>
THE WESTSHORE GRAND - ALL DEPARTMENTS			\$858.08

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Buildings & Structures Fund	Quarterly Copy Charge - Feb. Mar. & Apr 202	\$96.00
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<i>TOP OFFICE PRODUCTS - Total For Buildings & Structures Fund</i>			\$96.00
TOP OFFICE PRODUCTS	City Attorney	Copy Charge - March 2023	\$123.79
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$123.79
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy charge - April 2023	\$115.50
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			\$115.50
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - April 2023	\$114.41
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			\$114.41
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - April 2023	\$100.10
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$100.10
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$549.80

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable Sharing - Case #2022-0995	\$777.80
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			\$777.80
TOWN OF MILLS - ALL DEPARTMENTS			\$777.80

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS de	\$39.99
<i>TRACTOR SUPPLY CO - Total For Metro Animal Shelter</i>			\$39.99
TRACTOR SUPPLY CO	Water Tanks	WEED & FEED- BOOSTER/LIFT STATION SUPP	\$364.47
<i>TRACTOR SUPPLY CO - Total For Water Tanks</i>			\$364.47
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$404.46

TRAININNG LLC

TRAININNG LLC	Fire-EMS Training	Excel training	\$149.00
<i>TRAININNG LLC - Total For Fire-EMS Training</i>			\$149.00
TRAININNG LLC - ALL DEPARTMENTS			\$149.00

TRANSUNION RISK AND

TRANSUNION RISK AND	Police Administration	Acct #220805	\$217.80
<i>TRANSUNION RISK AND - Total For Police Administration</i>			\$217.80
TRANSUNION RISK AND - ALL DEPARTMENTS			\$217.80

TRETO CONST.

TRETO CONST.	Balefill - Disposal & Landfill	CRL Storm Water Improvements	\$41,800.00
<i>TRETO CONST. - Total For Balefill - Disposal & Landfill</i>			<i>\$41,800.00</i>
TRETO CONST. - ALL DEPARTMENTS			\$41,800.00

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze recycling pick up	\$372.00
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			<i>\$372.00</i>
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$372.00

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Fleet Maintenance Fund	70732 Equipment repair	\$9,600.83
<i>TRI-STATE TRUCK & EQ - Total For Fleet Maintenance Fund</i>			<i>\$9,600.83</i>
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$9,600.83

TST CHICKNCONE WYOM

TST CHICKNCONE WYOM	City Manager	Carter lunch meeting	\$13.87
<i>TST CHICKNCONE WYOM - Total For City Manager</i>			<i>\$13.87</i>
TST CHICKNCONE WYOM - ALL DEPARTMENTS			\$13.87

TST OPEN CITY

TST OPEN CITY	City Attorney	EATING PLACES, RESTAURANTS	\$35.30
<i>TST OPEN CITY - Total For City Attorney</i>			<i>\$35.30</i>
TST OPEN CITY - ALL DEPARTMENTS			\$35.30

TST Raccas Pizzeria

TST Raccas Pizzeria	City Manager	Lunch meeting	\$103.00
<i>TST Raccas Pizzeria - Total For City Manager</i>			<i>\$103.00</i>
TST Raccas Pizzeria - ALL DEPARTMENTS			\$103.00

TST WYOMING RIB

TST WYOMING RIB	City Manager	Lunch meeting	\$34.25
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$34.25</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$34.25

TW ENTERPRISES INC

TW ENTERPRISES INC	Fleet Maintenance Fund	020210 Industrial Generator Repair	\$27,199.50
<i>TW ENTERPRISES INC - Total For Fleet Maintenance Fund</i>			<i>\$27,199.50</i>
TW ENTERPRISES INC - ALL DEPARTMENTS			\$27,199.50

UBER TRIP

UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES Training Schell	\$14.09
UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES training Schell	\$14.16
UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES Training Schell	\$20.57
UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES conference training	\$19.62
UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES training Schell	\$56.60
UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES Training Schell	\$15.24
<i>UBER TRIP - Total For Metro Animal Control</i>			<i>\$140.28</i>
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Recruitment/backgr	\$3.23
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Recruitement/backg	\$21.55
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Recruitment/backgr	\$21.03
<i>UBER TRIP - Total For Police Career Services</i>			<i>\$45.81</i>
UBER TRIP - ALL DEPARTMENTS			\$186.09

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$20.00
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$247.50
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$102.50
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$370.00</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$370.00

UNITED 0162482223

UNITED	0162482223	Metro Animal Control	UNITED AIRLINES Scott Shell training	\$688.25
UNITED 0162482223 - Total For Metro Animal Control				\$688.25
UNITED 0162482223 - ALL DEPARTMENTS				\$688.25

UNITED 0169844667

UNITED	0169844667	Metro Animal Control	UNITED AIRLINES baggage	\$35.00
UNITED 0169844667 - Total For Metro Animal Control				\$35.00
UNITED 0169844667 - ALL DEPARTMENTS				\$35.00

UNITED 0169845199

UNITED	0169845199	Police Career Services	UNITED AIRLINES baggage	\$30.00
UNITED 0169845199 - Total For Police Career Services				\$30.00
UNITED 0169845199 - ALL DEPARTMENTS				\$30.00

UNITED 0169845221

UNITED	0169845221	Police Career Services	UNITED AIRLINES baggage	\$35.00
UNITED 0169845221 - Total For Police Career Services				\$35.00
UNITED 0169845221 - ALL DEPARTMENTS				\$35.00

UNITED 0169845246

UNITED	0169845246	Public Safety Communication	UNITED AIRLINES Jackson baggage	\$35.00
UNITED 0169845246 - Total For Public Safety Communications				\$35.00
UNITED 0169845246 - ALL DEPARTMENTS				\$35.00

UNITED 0169845347

UNITED	0169845347	Public Safety Communication	UNITED AIRLINES baggage	\$35.00
UNITED	0169845347	Public Safety Communication	UNITED AIRLINES baggage	\$35.00
UNITED 0169845347 - Total For Public Safety Communications				\$70.00
UNITED 0169845347 - ALL DEPARTMENTS				\$70.00

UNITED 0169845436

UNITED	0169845436	Police Career Services	UNITED AIRLINES baggage conference	\$35.00
UNITED	0169845436 - Total For Police Career Services			\$35.00
UNITED	0169845436 - ALL DEPARTMENTS			\$35.00

UNITED 0169846217

UNITED	0169846217	Public Safety Communication	UNITED AIRLINES Jackson baggage	\$35.00
UNITED	0169846217 - Total For Public Safety Communications			\$35.00
UNITED	0169846217 - ALL DEPARTMENTS			\$35.00

UNITED 0169846323

UNITED	0169846323	Police Career Services	UNITED AIRLINES baggage	\$35.00
UNITED	0169846323 - Total For Police Career Services			\$35.00
UNITED	0169846323 - ALL DEPARTMENTS			\$35.00

UNITED 0169846390

UNITED	0169846390	Public Safety Communication	UNITED AIRLINES Baggage	\$35.00
UNITED	0169846390 - Total For Public Safety Communications			\$35.00
UNITED	0169846390 - ALL DEPARTMENTS			\$35.00

UNITED 0169846394

UNITED	0169846394	Public Safety Communication	UNITED AIRLINES baggage	\$35.00
UNITED	0169846394 - Total For Public Safety Communications			\$35.00
UNITED	0169846394 - ALL DEPARTMENTS			\$35.00

UNITED 0169846967

UNITED	0169846967	Police Career Services	UNITED AIRLINES baggage	\$35.00
UNITED	0169846967 - Total For Police Career Services			\$35.00
UNITED	0169846967 - ALL DEPARTMENTS			\$35.00

UNITED 0169848234

UNITED	0169848234	Health Insurance Fund	WORKHUMAN CONFERENCE - BAG FEE	\$35.00
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UNITED	0169848234 - Total For Health Insurance Fund		\$35.00
UNITED	0169848234 - ALL DEPARTMENTS		\$35.00

UNITED 0169849444

UNITED	0169849444	Police Career Services	UNITED AIRLINES baggage training	\$35.00
UNITED	0169849444 - Total For Police Career Services			\$35.00
UNITED	0169849444 - ALL DEPARTMENTS			\$35.00

UNIVERSITY OF WY.

UNIVERSITY OF WY.	Metro Animal Shelter	Inbound shipping charges	\$68.07
UNIVERSITY OF WY. - Total For Metro Animal Shelter			\$68.07
UNIVERSITY OF WY. - ALL DEPARTMENTS			\$68.07

USA BLUE BOOK

USA BLUE BOOK	Sewer Wastewater Collection floats		\$301.98
USA BLUE BOOK - Total For Sewer Wastewater Collection			\$301.98
USA BLUE BOOK - ALL DEPARTMENTS			\$301.98

USABlueBook

USABlueBook	Water Meters	LISTENING DEVICES FOR METER ROOM- VEH	\$104.02
USABlueBook - Total For Water Meters			\$104.02
USABlueBook - ALL DEPARTMENTS			\$104.02

USPS PO 5715580478

USPS PO 5715580478	WWTP Operations	Mailbox key	\$40.00
USPS PO 5715580478 - Total For WWTP Operations			\$40.00
USPS PO 5715580478 - ALL DEPARTMENTS			\$40.00

USPS PO 5715580945

USPS PO 5715580945	Capital Projects Fund	CERTIFIED LETTERS FOR LAD 160	\$72.00
USPS PO 5715580945 - Total For Capital Projects Fund			\$72.00

USPS PO 5715580945	City Manager	postage for grant package sent to cheyenne	\$2.46
<i>USPS PO 5715580945 - Total For City Manager</i>			\$2.46
USPS PO 5715580945 - ALL DEPARTMENTS			\$74.46

USPS PO 5762700491

USPS PO 5762700491	Water Distribution	POSTAGE STAMPS- POSTAGE AND PRINTING	\$630.00
<i>USPS PO 5762700491 - Total For Water Distribution</i>			\$630.00
USPS PO 5762700491 - ALL DEPARTMENTS			\$630.00

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$20.50
VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$47.50
<i>VCN NATRONAREALESTAT - Total For Community Development</i>			\$68.00
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$68.00

VERIZON WIRELESS

VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$80.02
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			\$1,680.42
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$204.79
<i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i>			\$204.79
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.34
<i>VERIZON WIRELESS - Total For Water Meters</i>			\$106.34
VERIZON WIRELESS	Weed & Pest Fund	Acct #342080735-00001	\$146.27
<i>VERIZON WIRELESS - Total For Weed & Pest Fund</i>			\$146.27
VERIZON WIRELESS - ALL DEPARTMENTS			\$2,137.82

VRC COMPANIES LLC

VRC COMPANIES LLC	City Attorney	File Destruction Service	\$83.93
<i>VRC COMPANIES LLC - Total For City Attorney</i>			\$83.93
VRC COMPANIES LLC - ALL DEPARTMENTS			\$83.93

VZWRLSS IVR VB

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

WAL-MART #1617

WAL-MART #1617	Balefill - Diversion & Special	OFFICE SUPPLIES FOR SPECIAL WASTE	\$11.87
<i>WAL-MART #1617 - Total For Balefill - Diversion & Special</i>			<i>\$11.87</i>
WAL-MART #1617	Ice Arena - Concessions	CONCESSION Resale - Butter Spray	\$39.84
<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			<i>\$39.84</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$51.71

WAL-MART #3778

WAL-MART #3778	Buildings & Structures Fund	Project SAFE move supplies - Wal Mart	\$229.68
<i>WAL-MART #3778 - Total For Buildings & Structures Fund</i>			<i>\$229.68</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$229.68

WAL-MART #4653

WAL-MART #4653	Fire-EMS Training	Food for the recruits attending the recruit ac	\$396.72
<i>WAL-MART #4653 - Total For Fire-EMS Training</i>			<i>\$396.72</i>
WAL-MART #4653 - ALL DEPARTMENTS			\$396.72

WALMART.COM

WALMART.COM	Information Services	Storage Bins for organizing the imaging room	\$62.14
<i>WALMART.COM - Total For Information Services</i>			<i>\$62.14</i>
WALMART.COM - ALL DEPARTMENTS			\$62.14

WEAR PARTS INC

WEAR PARTS INC	Balefill - Disposal & Landfill	BOLTS FOR BALER	\$77.36
<i>WEAR PARTS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$77.36</i>
WEAR PARTS INC	Traffic Control	Hardware to install new visors on signal hea	\$13.22

<i>WEAR PARTS INC - Total For Traffic Control</i>			\$13.22
WEAR PARTS INC	WWTP Operations	Bolts	\$5.94
WEAR PARTS INC	WWTP Operations	Bolts	\$115.78
<i>WEAR PARTS INC - Total For WWTP Operations</i>			\$121.72
WEAR PARTS INC - ALL DEPARTMENTS			\$212.30

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$144.68
WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$865.71
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			\$1,010.39
WEST PUBLISHING CORP - ALL DEPARTMENTS			\$1,010.39

WESTCOAST ROTOR, INC

WESTCOAST ROTOR, INC	WWTP Operations	Pump parts	\$3,605.92
<i>WESTCOAST ROTOR, INC - Total For WWTP Operations</i>			\$3,605.92
WESTCOAST ROTOR, INC - ALL DEPARTMENTS			\$3,605.92

WESTERN PLAINS LOGIS

WESTERN PLAINS LOGIS	Capital Projects Fund	Center St Enhance Construction	\$100,401.70
<i>WESTERN PLAINS LOGIS - Total For Capital Projects Fund</i>			\$100,401.70
WESTERN PLAINS LOGIS - ALL DEPARTMENTS			\$100,401.70

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	College Drive Improvements	\$9,054.15
WESTERN WATER CONSUL	Capital Projects Fund	Engineering - Midwest Ave from	\$8,832.50
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			\$17,886.65
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$17,886.65

WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$506.25
<i>WH LLC - Total For Capital Projects Fund</i>			\$506.25

WH LLC - ALL DEPARTMENTS	\$506.25
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WM SUPERCENTER

WM SUPERCENTER	Buildings & Structures Fund	Project SAFE Move Supplies - Wal Mart	\$160.32
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			<i>\$160.32</i>
WM SUPERCENTER	City Council	Supplies for Council meetings	\$114.10
<i>WM SUPERCENTER - Total For City Council</i>			<i>\$114.10</i>
WM SUPERCENTER	City Manager	Food expense for WAM meeting in Pinedale	\$3.50
<i>WM SUPERCENTER - Total For City Manager</i>			<i>\$3.50</i>
WM SUPERCENTER	Fire-EMS Training	Food for new recruits while at academy	\$229.82
<i>WM SUPERCENTER - Total For Fire-EMS Training</i>			<i>\$229.82</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS Items for	\$36.32
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$36.32</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$544.06

WPSG, INC.

WPSG, INC.	Fire-EMS Operations	The Fire Store - Helmet Fonts	\$142.84
WPSG, INC.	Fire-EMS Operations	The Fire Store - Helmet front	\$75.65
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			<i>\$218.49</i>
WPSG, INC. - ALL DEPARTMENTS			\$218.49

WPY County Fire Tact

WPY County Fire Tact	Fire-EMS Training	County Fire Tactic training registration for 3	\$2,535.00
<i>WPY County Fire Tact - Total For Fire-EMS Training</i>			<i>\$2,535.00</i>
WPY County Fire Tact - ALL DEPARTMENTS			\$2,535.00

WSP USA INC

WSP USA INC	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$2,044.00
<i>WSP USA INC - Total For Balefill - Disposal & Landfill</i>			<i>\$2,044.00</i>
WSP USA INC - ALL DEPARTMENTS			\$2,044.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Fleet Maintenance Fund	141420 Equipment repair	\$672.10
WY. MACHINERY CO.	Fleet Maintenance Fund	141503 Equipment repair	\$287.99
WY. MACHINERY CO.	Fleet Maintenance Fund	141498 Equipment repair	\$972.58
WY. MACHINERY CO.	Fleet Maintenance Fund	141501 Equipment repair/service	\$1,956.69
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$3,889.36</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$3,889.36

WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI	Police Investigations	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$120.00
<i>WYOMING CAMERA OUTFI - Total For Police Investigations</i>			<i>\$120.00</i>
WYOMING CAMERA OUTFI - ALL DEPARTMENTS			\$120.00

WYOMING FOOD FOR THO

WYOMING FOOD FOR THO	Capital Projects Fund	One Cent Grant Funds	\$19,583.25
<i>WYOMING FOOD FOR THO - Total For Capital Projects Fund</i>			<i>\$19,583.25</i>
WYOMING FOOD FOR THO - ALL DEPARTMENTS			\$19,583.25

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Capital Projects Fund	2 network drops at the Cemetery for irrigati	\$285.00
<i>WYOMING LOW VOLTAGE - Total For Capital Projects Fund</i>			<i>\$285.00</i>
WYOMING LOW VOLTAGE - ALL DEPARTMENTS			\$285.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Freon removal	\$1,505.00
<i>WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill</i>			<i>\$1,505.00</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$1,505.00

WYOMING TRANSFER & S

WYOMING TRANSFER & S	City Council	Manager's Office Move	\$868.50
<i>WYOMING TRANSFER & S - Total For City Council</i>			<i>\$868.50</i>
WYOMING TRANSFER & S	City Manager	Manager's Office Move	\$1,737.00
<i>WYOMING TRANSFER & S - Total For City Manager</i>			<i>\$1,737.00</i>

WYOMING TRANSFER & S - ALL DEPARTMENTS

\$2,605.50

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Copier Usage - Xerox - Office Supplies	\$204.08
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<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$204.08</i>
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XEROX CORPORATION - ALL DEPARTMENTS

\$204.08

ZOHO CORPORATION

ZOHO CORPORATION	Information Services	Patch Manager Maintenance Renewal	\$5,097.00
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<i>ZOHO CORPORATION - Total For Information Services</i>			<i>\$5,097.00</i>
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ZOHO CORPORATION - ALL DEPARTMENTS

\$5,097.00

ZONAR SYSTEMS INC

ZONAR SYSTEMS INC	Refuse - Commercial	GPS ZONAR UNITS TRK#2315 DELIVERY TRUC	\$273.96
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<i>ZONAR SYSTEMS INC - Total For Refuse - Commercial</i>			<i>\$273.96</i>
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ZONAR SYSTEMS INC	Refuse - Residential	GPS ZONAR UNITS TRK#2312 RES SIDELOAD	\$273.96
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ZONAR SYSTEMS INC	Refuse - Residential	GPS ZONAR UNITS TRK#2313 RES SIDELOAD	\$273.96
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<i>ZONAR SYSTEMS INC - Total For Refuse - Residential</i>			<i>\$547.92</i>
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ZONAR SYSTEMS INC - ALL DEPARTMENTS

\$821.88

CITYWIDE BILLS AND CLAIMS TOTAL

\$3,539,902.29

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
05/16/23

Additional Accounts Payable

04/26/23

Prewrits - AP Vendor

American Title Agency - Settlement Stmt for 12th & Conwell (title change)	75.00
	75.00

04/27/23

Prewrits - Travel Reimbursements, Petty Cash & Payroll Vendor/s

Leticia Drake - Travel Reimbursement	71.25
Melissa Hickstein - Travel Reimbursement	379.50
First Interstate Bank - Petty Cash (Municipal Court)	280.00
First Interstate Bank - Petty Cash (Police Dept)	416.25
Lincoln National Life Insurance	52,212.25
Reliastar Life Insurance Company	2,953.72
Wyo Dept of Workforce Services	111,398.65
	167,711.62



05/04/23

Prewrits - Travel Reimbursements, Petty Cash & Payroll Vendor

Sarah Boyle - Travel Reimbursement	771.41
Brandy Coyle - Travel Reimbursement	71.25
Jonathan Munday - Travel Reimbursement	815.51
Jerod Levin - Travel Reimbursement	152.10
Jake Bigelow - Travel Reimbursement	434.50
Michael Hughes - Travel Reimbursement	434.50
First Interstate Bank - Petty Cash (Engineering/CPU)	81.00
First Interstate Bank - Petty Cash (Community Development)	177.91
Wyo Dept of Workforce Services	72,778.20
	75,716.38

Total Additional AP	\$ 243,503.00
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April 28, 2023

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
Justin Scott, Building Inspector II
SUBJECT: Adoption of 2023 NFPA 70, National Electrical Code (NEC)

Meeting Type & Date:
Regular Council Meeting, May 16, 2023

Action Type:
Establish Public Hearing for June 6, 2023

Recommendation:
That Council, by minute action, establish June 6, 2023 as the date of public hearing for consideration of an ordinance amending Chapter 15.28 of the Casper Municipal Code to adopt the 2023 NFPA 70, National Electrical Code (NEC).

Summary:
As required by State law, the City of Casper must adopt the same building codes as the State within the same calendar year. All the various sections of the City's adopted Building Codes are on a three (3) year update cycle, with the National Electrical Code (NEC) being a year ahead of all other building code revisions. This year, the 2023 NFPA 70, National Electrical Code (NEC) is up for adoption, replacing the 2020 NFPA 70, National Electrical Code (NEC). The State will adopt the 2023 NFPA 70, National Electric Code (NEC), effective July 1st, 2023.

As is customary with all Code updates, all 2023 licensed electrical contractors have been made aware that the City is adopting the 2023 NFPA 70, National Electrical Code (NEC). Building Division staff have reviewed the substantive changes that take effect this cycle. Please refer to the attachment for the significant change that will impact residential and commercial structures.

Financial Considerations:
Not applicable.

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

Attachments:
Significant Changes to the 2023 NFPA 70

April 28, 2023



Significant 2023 National Electrical Code Changes


1. Ground fault circuit interrupter (GFCI) protection will now be required for all 125 V through 250 V receptacles in dwelling unit kitchens. 210.8 (A) (6)
2. Buffet serving locations are required to be GFCI protected. 210.8 (B) (4)
3. Commercial appliances within 6 ft of a sink will require GFCI protection. 210.8 (B) (7)
4. Dwelling unit specific appliances will now require GFCI protection. Such items include, but are not limited to microwaves, wall mounted ovens, and electric ranges. 210.8 (D)
Island and peninsular countertops and worksurfaces are now optional. Provisions must be made for the future installment of receptacles. If they are installed they must be installed in the work surface and not on the side of the cabinets. 210.52 (C)
5. Surge protective devices will now be required on hotels and motels, dormitory units, and areas of nursing homes and limited care facilities used exclusively as patient sleeping rooms. 230.67 (A)



There are many changes that happen every code cycle and these are just a few that will add some cost to construction on homes, motels, and some commercial installations. The main costs are in the breakers required for many of these installs. On average it will cost \$500 to \$1000 more for typical new residential construction. Surge protection has doubled and will certainly add cost to new motels and hotels. It's hard to put an actual number on this since there are many factors involved in these types of buildings such as numbers and types of rooms. Another issue we are seeing is the availability of electrical equipment such as multi meter packs, panels, different types of wire, and breakers. The inability to obtain equipment is leading to longer lead times and the increased cost of materials.

A handwritten signature in black ink, appearing to read "Justin Scott".

Justin Scott
Building Inspector II
Building Inspection Division
City of Casper, WY

May 11, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer 
Mark Harris P.E., Associate Engineer II

SUBJECT: Establish June 6, 2023 as the Public Hearing date and 1st Reading to create Local Assessment District 160 – Chinook Trail Improvements.

Meeting Type & Date
Regular Council Meeting
May 16, 2023

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish June 6, 2023 as the Public Hearing date and 1st Reading to create Local Assessment District (LAD) 160 – Chinook Trail Improvements.

Summary
Chinook Trail is a gravel road that extends south of Wyoming Boulevard. When Chinook Trail was annexed into the City in the 1990's, approximately 1100-ft of Chinook Trail, immediately south of Wyoming Boulevard, was annexed at the same time.

On March 13, 2023, a public meeting was held with property owners in the project area to discuss the proposed improvements, anticipated costs, and proposed assessments. The overall consensus at the meeting was that property owners were in favor of the improvements and the cost savings of the LAD. Subsequently, on April 18, 2023, Council authorized creation of the LAD. Letters of related LAD information with the April 18th Resolution have been mailed to all affected residents, and the April 18th Resolution was published in the Casper Star Tribune on April 30th.

The estimated cost for City Crew to perform the work is \$113,400. Half of this cost will be paid for by the City of Casper, and the remaining half will be paid for by the property owners. The combined total out-of-pocket expenses for property owners are estimated to be \$56,700 as assessed per lot. A separate agreement will be entered into with the property owner in the county, but also benefiting from the improvements.

If intent to create the LAD is approved, assessed property owners will be notified and a series of three (3) public hearings will be scheduled and advertised to take place at subsequent Regular City Council Meetings. After the third public hearing and if written objections are in the amount of less than half of assessed property owners, the LAD will be created and an ordinance established.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements and to levy and collect a special assessment on the property specially benefited to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as “Local Assessment Districts (LADs).”

General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. For all improvements, it shall designate the kinds and or type of material to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefitted by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefitted by the improvements and the amount each is benefitted.

Process

Resolution of Intention to Create an LAD – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

Notice by Publication and Mailing - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

Objections and Authority to Act – W.S. §§ 15-6-203 & 204.

- Owners have fifteen (15) days from the publication to file with the City Clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by

any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

Public Hearing & Ordinance Ordering Improvement – W.S. § 15-6-206. Upon the hearing of the resolution of intention, if Council decides to proceed with the improvement, it shall pass an ordinance. After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The City will make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

\$56,700 from Streets Operational Fund.

\$56,700 from LAD assessments.

Oversight/Project Responsibility

Mark Harris, P.E., Associate Engineer II

Attachments

None

May 5, 2023

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

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

SUBJECT: Public Hearing for a new Winery Liquor License No. 1 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, Located at 1301 Wilkins Circle.

Meeting Type & Date

Regular Council Meeting
May 16, 2023

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Winery Liquor License No. 1 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle.

Summary

An application has been received requesting a new Winery Liquor License No. 1 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle.

Currently, there is a microbrew license located at this address and it will continue to operate. State Statue 12-5-201 (m) allows for multiple license or permit holders to operate in the same licensed building, as long as each licensee maintains distinct areas within the building.

If approved, this license will be operational on June 7, 2023. This applicant is going to produce cider which requires a winery permit. They are also requesting to sell other wines in their tasting room. In July 2021, Wyoming Legislature updated and amended the Wyoming liquor laws. The City amended our Ordinances to align with State Statutes where applicable. However, one change that was inadvertently excluded was allowing any one person to hold more than one license or permit. If this amendment to our city ordinance passes, then it would become law on June 7, 2023, and we could issue this license.

Winery Liquor License Requirements

Per State Statue 12-4-414

Winery permits; authorized; conditions; satellite winery permits; direct shipment of wine; fees; off-premises permit.

(a) Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a) (vi), a local licensing authority may issue a winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

(b) The local licensing authority:

- (i) May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;
- (ii) May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale;
- (iii) In accordance with the process established under article 1 of this chapter, may allow the transfer of a winery permit to another location and ownership of the winery may be transferred upon approval by the local licensing authority;
- (iv) Shall assess a fee of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) payable annually in advance for each winery permit. When dual ownership of a winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

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

Financial Considerations

If approved, the City of Casper will receive \$426.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License

Fees

Annual Fee:

\$

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

Publishing Fee Direct Billed to Applicant: ☒

License Term:

06 1 07 12023

Month

Day

Year

Through 03 1 31 12024

Month

Day

Year

Local License #:

Date filed with clerk:

Advertising Dates: (2 Weeks)

Hearing Date:

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

Applicant:

Trade/Business Name (dba):

Building to be licensed/Building Address:

Local Mailing Address:

Local Business Telephone Number: (307) 439-2222

Fax Number: ()

Business E-Mail Address: ben@grunerbrewing.com**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP

FORMERLY HELD BY:

FILING IN (CHOOSE ONLY ONE)☒ CITY OF: Casper☐ COUNTY OF: _____☐ ASSIGNMENT LETTER ATTACHED**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☐ LLC☒ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER: _____**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)
☐ RESTAURANT LIQUOR LICENSE
☐ BAR AND GRILL LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
LIMITED RETAIL LIQUOR LICENSE (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB
☐ MICROBREWERY PERMIT☒ WINERY PERMIT☐ DISTILLERY SATELLITE PERMIT☐ WINERY SATELLITE PERMIT☐ COUNTY MALT BEVERAGE PERMIT☐ SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)**☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Decfrom Mon to Fri

from _____ to _____

from 8am-3pm
Tues-Thurs
3pm-10pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

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

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

- (i) When the lease expires, located on page 2 paragraph 2 of lease.
 (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 30 paragraph 2 of lease.
 (**MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)☐ YES ☒ NO**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

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

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)☒ YES ☐ NOIf "YES", explain: We plan to maintain Brewery and Winery permits at some time**5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

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

☐ YES ☒ NO**6. RESORT LICENSE:**

Does the resort complex:

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

7. MICROBREWERY LICENSE:

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

☒ YES ☐ NO**8. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

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

9. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

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

10. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):**

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

11. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ben J. Gurner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Suzanne L. Gurner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Dawn M. Gurner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Charlotte McGraw						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
7 minority holders						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
treasury stock						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 16th day of March, 2023 that the facts and contents of the foregoing instrument are true by the following:

in the foregoing instrument are true by the following:

- | | | |
|--------------------------------------|---|--------------------------------|
| 1) <u>[Signature]</u>
(Signature) | <u>Ben J. Gurner</u>
(Printed Name) | <u>President</u>
Title |
| 2) <u>[Signature]</u>
(Signature) | <u>Dawn M. Gurner</u>
(Printed Name) | <u>Vice President</u>
Title |
| 3) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:

[Signature]
Signature of Notary Public

(SEAL)

My commission expires: 10.28.23

Stephanie Thornton

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 05/03/2023 and ended on 05/17/2023 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

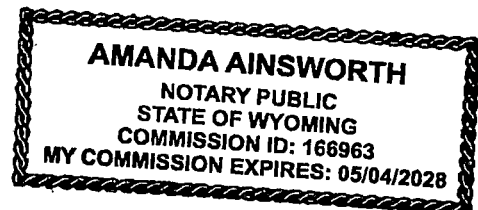
By: Carla Mills-Lautsch Date: 5/5/2023

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of May, 2023

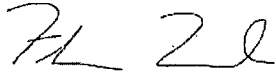
Amanda J. Ainsworth



Provide to City of Casper Central Records

APPLICATION FOR NEW WINERY LIQUOR LICENSE

An application for a new winery liquor license no. 1, Gruner Brothers Brewing d/b/a Gruner Brothers Brewing, located at 1301 Wilkins has been received in this office. Public Hearing on said application will be held on May 16, 2023, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: May 3 & 7, 2023

April 20, 2023

MEMO TO: J. Carter Napier, City Manager *77 for JcN*

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *77*
Carla Mills-Laatsch, Licensing Specialist *CMG*

SUBJECT: Public Hearing for Transfer of Ownership for Retail Liquor License No. 1 from Tin Shack, LLC d/b/a Poplar Wines & Spirits, Located at 1016 South Poplar Street to 1016 Poplar, Inc., d/b/a Poplar Wines & Spirits, Located at 1016 South Poplar Street.

Meeting Type & Date

Regular Council Meeting

May 16, 2023

Action type

Public Hearing

Minute Action

Recommendation

That Council, by minute action, consider the application for a transfer of ownership for liquor license no. 1 from Tin Shack, LLC d/b/a Poplar Wines & Spirits, located at 1016 South Poplar Street to 1016 Poplar, Inc., d/b/a Poplar Wines & Spirits, located at 1016 South Poplar Street.

Summary

An application has been received requesting a transfer of ownership for liquor license no. 1 from Tin Shack, LLC d/b/a Poplar Wines & Spirits, located at 1016 South Poplar Street to 1016 Poplar, Inc., d/b/a Poplar Wines & Spirits, located at 1016 South Poplar Street.

The intent is for 1016 Poplar, Inc. to keep operating the liquor store and Vintage as currently operated whilst adding 50 to 75 gaming machines. This will be located in an area currently used for storage. The current owners will stay on for a period of time to assist with the transition.

Transfer Liquor License Stipulations

Per State Statute 12-4-103 (a) (iv)

(a) A license or permit authorized by this title shall not be held by, issued or transferred to:

(iv) Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and

remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph. Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances. For purposes of this paragraph "remain operational" means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation.

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

Financial Considerations

The city will receive \$100 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk			
License Fees	Annual Fee: \$	Local License #	<u>Detail #1</u>
	Prorated Fee: \$	Date filed with clerk:	<u>04/21/2023</u>
	Transfer Fee: \$ <u>100.00</u>	Advertising Dates: (2 Weeks)	<u>5/3/2023 & 5/7/2023</u>
	Publishing Fee: \$	Hearing Date:	<u>05/16/2023</u>
Publishing Fee Direct Billed to Applicant: <input checked="" type="checkbox"/>			
License Term:	<u>06/01/2023</u> Through <u>03/31/2024</u>		
	Month Day Year	Month Day Year	
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
Applicant: <u>1016 Poplar, Inc.</u>			
Trade/Business Name (dba): <u>Poplar Wine + Spirits</u>			
Building to be licensed/Building Address: <u>1016 S. Poplar Street</u>			
Number & Street			
<u>Casper</u> <u>WY</u> <u>82601</u> <u>Natrona</u>			
City State Zip County			
Local Mailing Address: <u>P.O. Box 130</u>			
Number & Street or P.O. Box			
<u>Casper</u> <u>WY</u> <u>82602</u>			
City State Zip			
Local Business Telephone Number: <u>(307) 259-4750</u> Fax Number: ()			
Business E-Mail Address: <u>Kridgeway@Wercs.com</u>			
FILING FOR		FILING IN (CHOOSE ONLY ONE)	
NEW LICENSE		<input checked="" type="checkbox"/> CITY OF: <u>Casper</u>	
<input type="checkbox"/> TRANSFER OF LOCATION		<input type="checkbox"/> COUNTY OF: _____	
<input checked="" type="checkbox"/> TRANSFER OWNERSHIP		<input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED	
FORMERLY HELD BY: <u>Tin Shack, LLC</u>			
FILING AS (CHOOSE ONLY ONE)			
<input type="checkbox"/> INDIVIDUAL			
<input type="checkbox"/> PARTNERSHIP			
<input type="checkbox"/> LP/LLP			
<input type="checkbox"/> LLC			
<input checked="" type="checkbox"/> CORPORATION			
<input type="checkbox"/> LTD PARTNERSHIP			
<input type="checkbox"/> ORGANIZATION			
<input type="checkbox"/> OTHER _____			
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
RETAIL LIQUOR LICENSE		<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	
<input type="checkbox"/> ON-PREMISE ONLY (BAR)		<input type="checkbox"/> BAR AND GRILL LIQUOR LICENSE	
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)		<input type="checkbox"/> RESORT LIQUOR LICENSE	
<input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		LIMITED RETAIL LIQUOR LICENSE (CLUB)	
		<input type="checkbox"/> VETERANS CLUB	
		<input type="checkbox"/> FRATERNAL CLUB	
		<input type="checkbox"/> GOLF CLUB	
		<input type="checkbox"/> SOCIAL CLUB	
		<input type="checkbox"/> MICROBREWERY PERMIT	
		<input type="checkbox"/> WINERY PERMIT	
		<input type="checkbox"/> DISTILLERY SATELLITE PERMIT	
		<input type="checkbox"/> WINERY SATELLITE PERMIT	
		<input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT	
		<input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT	
SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)			
<input type="checkbox"/> GOLF CLUB			
<input type="checkbox"/> GUEST RANCH			
<input type="checkbox"/> RESORT			
To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS			
<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>Jan</u> to <u>Dec</u>	
<input type="checkbox"/> SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Sun</u> to <u>10a-12a</u>	
<input type="checkbox"/> NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>Thurs</u> to <u>10a-2a</u>	
		from <u>Fri</u> to <u>Sat</u>	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☐ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

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

(i) When the lease expires, located on page 2 paragraph 1.03 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1.01 of lease.(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**☐ YES ☒ NO**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☐ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

(a) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

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

10. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):**

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

11. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

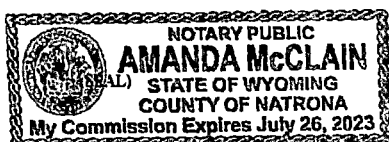
STATE OF WYOMING)
COUNTY OF Natrona) ss.

Signed and sworn to before me on this 21st day of April, 2023 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Michael Kretzer</u> (Printed Name)	<u>CFO</u> Title
2) <u>[Signature]</u> (Signature)	<u>Kyle Ridgeway</u> (Printed Name)	<u>COO</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Amanda McClain
Signature of Notary Public



My commission expires: 7-26-23

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 05/03/2023 and ended on 05/17/2023 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills-Haatch

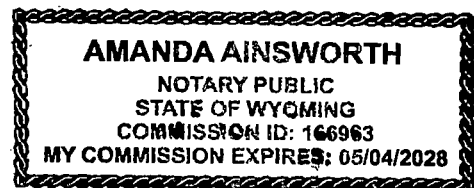
Date: 5/3/2023

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

3rd day of May, 2023

[Signature]



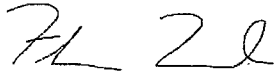
Provide to City of Casper Central Records

Handwritten text, possibly a signature or a list of names, located in the upper right quadrant of the page.

Small handwritten mark or signature, possibly a date or initials, located in the lower left quadrant of the page.

TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE


An application for transfer of ownership for retail liquor license no. 1 1016 Poplar, Inc., d/b/a Poplar Wines & Spirits, located at 1016 South Poplar has been received in this office. Public Hearing on said application will be held on May 16, 2023, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.





Fleur Tremel
City Clerk

Publish: May 3 & May 7, 2023

May 3, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Public Hearing for New Restaurant Liquor License No. 51 for Movie Palace Inc.,
d/b/a Studio City Stadium 10 Cinemas, Located at 5020 East 2nd Street.

Meeting Type & Date
Regular Council Meeting
May 16, 2023

Action type
Establish Public Hearings
Minute Action

Recommendation
That Council, by minute action, consider the application for a new restaurant liquor license No. 51 for Movie Palace Inc., d/b/a Studio City 10 Stadium Cinemas, located at 5020 East 2nd Street.

Summary
An application has been received requesting a new restaurant liquor license No. 51 for Movie Palace Inc., d/b/a Studio City 10 Stadium Cinemas, located at 5020 East 2nd Street.

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. Movie Palace Inc. plans to serve chicken sandwiches, French fries, hot dogs, pizza, and appetizers.

If approved, this license will be operational on June 7, 2023. Currently, there is a restaurant liquor license assigned to Movie Palace Inc, d/b/a Studio City Mesa Cinemas, located at 3150 Talon. In July 2021, Wyoming Legislature updated and amended the Wyoming liquor laws. The City amended our Ordinances to align with State Statutes where applicable. However, one change that was inadvertently excluded was allowing any one person to hold more than one license or permit. If this amendment to our city ordinance passes, then it would become law on June 7, 2023, and we could issue this license.

Restaurant Liquor License Requirements

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.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Menus

Copies of Application

Affidavit of Website Publication

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

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

To be completed by City/County Clerk		Local License #: <u>Restaurant #51</u>
License Fees	Annual Fee: \$ _____	Date filed with clerk: <u>04 120 12023</u>
	Prorated Fee: \$ <u>1,284 00</u>	Advertising Dates: (2 Weeks) <u>5/3/2023</u> & <u>5/7/2023</u>
	Transfer Fee: \$ _____	Hearing Date: <u>05 116 12023</u>
	Publishing Fee: \$ _____	
Publishing Fee Direct Billed to Applicant: <input checked="" type="checkbox"/>		
License Term:	<u>05 1 23 12023</u> Through <u>03 131 12024</u>	
	Month Day Year	Month Day Year
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE!		

Applicant: <u>MOVIE PALACE INC</u>			
Trade/Business Name (dba): <u>STUDIO CITY STADIUM 10 CINEMAS</u>			
Building to be licensed/Building Address: <u>5020 E SECOND ST</u>			
	Number & Street		
	<u>CASPER</u>	<u>WY</u>	<u>82609</u> <u>NATRONA</u>
	City	State	Zip County
Local Mailing Address:	<u>PO BOX 2180</u>		
	Number & Street or P.O. Box		
	<u>CASPER</u>	<u>WY</u>	<u>82602-2180</u>
	City	State	Zip
Local Business Telephone Number:	<u>(307) 266-3647</u>	Fax Number:	<u>(307) 462-2362</u>
Business E-Mail Address:	<u>MP OFFICE @ WY40MOVIES.COM</u>		

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

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

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)		
<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> GUEST RANCH	<input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS		
<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>JAN</u> to <u>DEC</u>
<input type="checkbox"/> SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>MON</u> to <u>SUN</u>
<input type="checkbox"/> NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>11 AM</u> to <u>11 PM</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☐ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

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

(i) When the lease expires, located on page 7 paragraph 1 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 6 paragraph 1 of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**☐ YES ☒ NO**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**☒ YES ☐ NOIf "YES", explain: STUDIO CITY MESA CINEMAS, 3180 TALON DR., CASPERSTUDIO CITY UW PLAZA CINEMAS, 2433 GRAND, LARAMIE**5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

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

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

(a) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

11. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

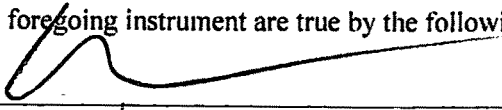
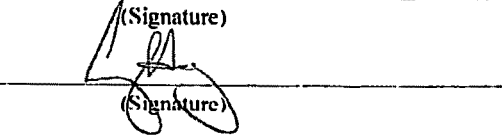
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

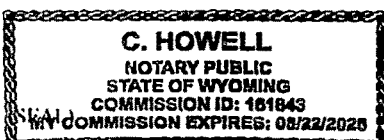
COUNTY OF NATRONA)

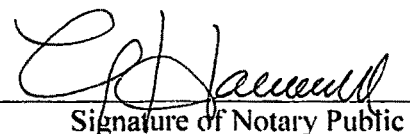
) SS.

Signed and sworn to before me on this 5th day of JANUARY, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)		<u>RAND A PRYDE</u>	<u>PRES</u>
	(Signature)	(Printed Name)	Title
2)		<u>CRAIG A HOSEY</u>	<u>V-P / SECY</u>
	(Signature)	(Printed Name)	Title
3)	_____	_____	_____
	(Signature)	(Printed Name)	Title
4)	_____	_____	_____
	(Signature)	(Printed Name)	Title
5)	_____	_____	_____
	(Signature)	(Printed Name)	Title
6)	_____	_____	_____
	(Signature)	(Printed Name)	Title

Witness my hand and official seal:




Signature of Notary Public

My commission expires: 08/22/2028

OTHER NOTES Studio City Stadium 10, 5020 E Second St., Casper, WY

Legal description:

LOT 1, BLACKMORE MARKETPLACE ADDITION #2 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

Dispensing Area description (see also attached floor plans)

The areas size is 3 ft x 11 ft and consists of locked refrigerated cases

Consumption areas ("dining rooms") in each individual theatre auditorium, plus lobby seating area

Enhanced food service menu items all of which are packaged for individual consumption:

Hot food items:

- Chicken sandwich with fries
- Individual cheese pizza
- Individual pepperoni pizza
- Individual meat lovers' pizza
- Hot dogs with fries
- Chicken tenders with fries

Appetizers:

- Cheesy french fries
- Loaded bacon tots
- Fried pickles with sauce
- Mozzarella sticks with sauce
- Bavarian pretzel with sauce

Desserts:

- Frozen yogurt with toppings bar

Beverages:

- Soft drinks, iced tea, bottled beverages

Alcohol training program:

- Designated employees aged 18 and older will enroll in the SureSellNow.com online training and testing course. This is a four-hour self-administered program approved for Wyoming.

- Alternate vendor: online training and testing from Tips. Only tested employees will have access to the locked dispensing area, which is under video surveillance.

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 05/03/2023 and ended on 05/17/2023 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

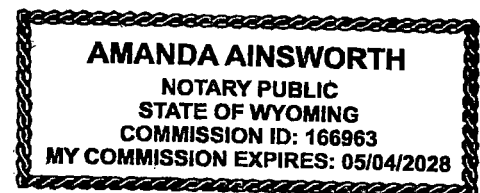
By: Carla Mills - Haatsch Date: 5/5/2023

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of May, 2023

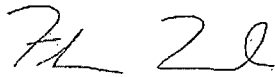
Amanda Ainsworth



Provide to City of Casper Central Records

NEW RESTAURANT LIQUOR LICENSE

Application for a new Restaurant Liquor License No. 51 Movie Palace, Inc., d/b/a Studio City Stadium 10 Cinemas, located at 5020 East 2nd Street. Public Hearing on said applications will be held on May 16, 2023, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: May 3 & 7, 2023

ORDINANCE NO. 5-23

AN ORDINANCE UPDATING AND AMENDING
CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE,
INCLUDING: SECTIONS 5.08.150 and 5.08.390.

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

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

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

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

WHEREAS, In July of 2021 the State Statute was repealed preventing one person from owning two liquor licenses; and

WHEREAS, In July of 2017 the State statute was repealed for the hours of operation and allowed each municipality to determine hours of operation.

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

5.08.150 License holder restrictions.

A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after

license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;

3. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105(B)(1) and (B)(2) and except as provided in Section 5.08.100(I).
4. A person under twenty-one years of age;
5. A college fraternity or organization created by one or more college fraternities;
6. A chamber of commerce;
7. A corporation or a limited liability company which has not qualified to do business in Wyoming;
8. An individual who is not a resident; or
9. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
10. Except as provided in subsection 11 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one-year term of the license or permit, purchase at least two hundred fifty dollars (\$250.00) of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, purchase at least two thousand dollars (\$2,000.00) of alcoholic beverages from the division, excluding malt beverage purchases;
11. Subsection 10 of this section shall not apply to:
 - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 3 of this section;
 - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.

5.08.390 Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.

A. All licensees shall be controlled by the following schedule for operating hours:

1. A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of

alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;

2. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m.

PASSED on 1st reading the 4th day of April, 2023

PASSED on 2nd reading the 18th day of April, 2023

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

ORDINANCE NO. 6-23

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 159 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Title 15, Chapter 6, Wyoming Statutes, 1977, as amended, on the 7th day of March, 2023, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a Resolution No. 23-37 declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 159, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said Resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this Ordinance, April 18, 2023.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, concrete curbwalk, water main, sanitary sewer, storm sewer improvements and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

Section 2. Name of District; Combination of Improvements.

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 159, Westridge Improvements" (herein called the "District");
- B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,
- C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.
 1. Concrete curbwalk
 2. Sanitary sewer

Section 3. Location of Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF WESTRIDGE IMPROVMENTS

	STREET	PROPOSED IMPROVEMENT
1.	Westridge Circle	concrete curbwalk, sanitary sewer service
2.	Westridge Drive	concrete curbwalk, sanitary sewer service
3.	Westridge Terrace	concrete curbwalk, sanitary sewer service
4.	Westwood Hill	concrete curbwalk

Section 4. Description of Improvements.

- A. The character, kind, and extent of the concrete curbwalk improvements shall be as follows:
 1. All curbwalk as denoted in Section 3 shall include reconditioning of existing sub-base aggregate base course, and installation of a plant mix concrete in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

B. The character, kind, and extent of the sanitary sewer service improvements shall be as follows:

1. All sanitary sewer as denoted in Section 3 shall be installed in accordance with approved City Standards. The work shall include all necessary removal, excavation, pipe service work from main to property line, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Westridge Addition	Lots 86-180
Westwood No. 3 Addition	Lots 617-627

Section 6. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 7. Method of Assessment.

A. Improvements. Each piece of property along which the improvements are to be made shall be assessed by the following method:

1. Each property shall be assessed on the basis of its lineal footage of concrete curbwalk fronting its street with the longest side of corner lots and intersection radii being distributed equally to each assessed property. Costs for sanitary sewer services are based on lineal footage of service pipe replaced and assessed only to those properties with sanitary sewer services in need of replacement.

B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

Section 8. Estimated Costs.

The City of Casper has hired WLC Engineering and Surveying to develop plans for the proposed improvements in the Westridge Area, prepare a detailed cost estimate, and to assist in forming an LAD. The construction of the improvements will be performed by a qualified contractor with the

lowest competitive bid. The properties will be assessed the full cost for a contractor to install the improvements, plus the cost of engineering.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for sanitary sewer service improvements is \$ 48,100.
2. The estimated contract price for concrete curbwalk improvements is \$ 546,975.
3. The estimated price for engineering is \$ 89,261.25
4. The estimated total cost of the total improvement project is \$ 684,336.25.
5. The estimated assessable cost for each lineal foot of concrete curbwalk for each property is as follows:
 - a. \$74.75 per lineal foot.
6. The estimated assessable cost for each lineal foot of sanitary sewer service for each property to be benefited is as follows:
 - a. \$57.50 per lineal foot.

The City's funding source will be from 1%#16 funds for Westridge Improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) the aforesaid estimate of the contract price unless approved by the property owners, subject to a special assessment.

Section 9. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 10. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 11. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 159, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 12. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

(this space intentionally left blank)

Section 14. Authorization of Officers and Employees.

The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the 18th day of April, 2023.

PASSED on 2nd reading the 2nd day of May, 2023.

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

APPROVED AS TO FORM:

Eric K. Helm

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

RECEIVED
3-29-23
@4 p.m. JA

City of Casper

Westridge improvements – Authorization for the creation of LAD-159 and subsequent road, water, sewer, and sidewalk work

City of Casper planning Board and Council members.

I do not support this proposition on the following grounds.

1. This is the purpose of taxes. This leads me to believe that the funds have been misappropriated or mismanaged.
2. I do not believe the Westwood area should be part of this project. This section of the plan is not part of the Westridge area and should be removed from the plan and allocated to another LAD.
3. I believe that the project needs to be done however, if I am to pay for the sidewalk in front of my house I fully expect to block it off to public use, as it was purchased by myself. See argument 1.
4. In general, I don't care for the threat that I either pay or the project will be cancelled. That is, in my opinion, extortion.

So, My vote is NO on this LAD proposition.

Rod Talada
1722 Westridge Circle
Casper, WY 82604
307-797-1547

03-23-2023

James E. O'Grady
1554 Westridge Dr.
Casper, Wyo. 82604
I AM TOTALLY OPPOSED TO THIS.

RESOLUTION NO. 23-37

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 159, WESTRIDGE IMPROVEMENTS IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

We pay property tax, I think with all the taxes and the one new tax should be sufficient.

Beside this we do not own the sidewalk the city does.

How as property owners how are we going to come up with this kind of money.

James E. O'Grady

Amy Taucher

From: Fleur Tremel
Sent: Thursday, March 23, 2023 7:05 AM
To: Alex Sveda
Cc: Courtney Williams
Subject: Fwd: Letter Of Objection - Local Assessment District 159 (Westridge) - Otis Garrison

This is the only one I've received. I'll check my junk mail.

Begin forwarded message:

From: Otis Garrison <otismgarrison@gmail.com>
Date: March 22, 2023 at 4:30:10 PM MDT
To: Fleur Tremel <ftremel@casperwy.gov>
Subject: Letter Of Objection - Local Assessment District 159 (Westridge) - Otis Garrison

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.

To the City Clerk of Casper,

I am writing to express my strong objection to the establishment of a local assessment district in Casper, Wyoming. This is regarding local assessment district number 159 (Westridge Improvements).

While I understand that the purpose of this district is to raise funds for certain local projects and improvements, I believe that the burden of these costs should not be delegated to the residents of the district. It is unfair to ask this specific group, many of which in this neighborhood who have fixed income, to shoulder the financial responsibility for projects that will benefit the entire community of Casper, Wyoming, beyond just Westridge. West 15th street is used by many more citizens of Casper than just those in the Westridge areas. It is a primary path to CottonWood Elementary (The assistant principal at Cottonwood lives on the mountain, but uses West 15th street every single weekday to arrive at the school - this is just one example). Meadow Park is also used by many other constituents in the local community beyond Westridge. Meadow Park hosts local soccer tournaments in the Spring and Summer that attract Casper residents well outside of the Westridge neighborhood. If this burden of cost is placed upon our community, then we should also expect a high level of exclusivity with this park and all of the other improved assets there within.

Furthermore, I am concerned about the lack of transparency and community input in the decision-making process for this assessment district. It is crucial that all members of the community have a say in how their tax dollars are being spent, and that there is a clear

plan in place for how these funds will be allocated and managed. The language concerning "incidental" time accrual is far too loose. Lastly, many residents (including my residence) have already had sewer work done within the last 3-4 years, and should not be double charged.

I urge you to reconsider the establishment of this assessment district, and to seek out alternative funding solutions that will not unfairly burden a specific group of residents. I also urge you to ensure that there is greater transparency and community input in all decisions related to local projects and improvements.

Thank you for your attention to this matter.

Sincerely,

Otis M. Garrison

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.

Amy Taucher

From: k m <krm200756@gmail.com>
Sent: Saturday, April 29, 2023 6:23 PM
To: Steven Stolte
Cc: Courtney Williams; Amy Taucher
Subject: LAD No 159

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I Kagen McGowen am objecting to LAD No 159 here at 1605 Westridge Dr, Casper, WY 82604.

Amy Taucher

From: Meghan Studdard <meghanstuddard@yahoo.com>
Sent: Tuesday, May 2, 2023 6:52 PM
To: Steven Stolte
Cc: Amy Taucher; Courtney Williams
Subject: LAD No. 159

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.

My name is Meghan Studdard, I am the homeowner of the property 1544 Westridge Dr., Casper, WY 82604. I object to LAD No. 159.

From: Shaina <shaina.sipp@yahoo.com>
Sent: Thursday, May 11, 2023 3:09 AM
To: Steven Stolte <ssolte@casperwy.gov>
Cc: Amy Taucher <ataucher@casperwy.gov>; Courtney Williams <cwilliams@casperwy.gov>
Subject: Westridge Area Improvements LAD no.159

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.

To whom it may concern,

I Shaina Sipp property owner of 1645 Westridge Dr, formally object moving forward on LAD No159.
and many others in this area believe these improvement are not needed. We also believe if the City would like the changes/ improvements done then it should be paid for by the City not the property owners that live in this area.

Thank you

Amy Taucher

From: Otis Garrison <otismgarrison@gmail.com>
Sent: Tuesday, May 9, 2023 3:35 PM
To: Steven Stolte; Amy Taucher; Courtney Williams
Subject: Letter Of Objection - Local Assessment District 159 (Westridge) - Otis Garrison

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To the City of Casper and all involved constituents,

I am writing to express my strong objection to the establishment of a local assessment district in Casper, Wyoming. This is regarding local assessment district number 159 (Westridge Improvements).

While I understand that the purpose of this district is to raise funds for certain local projects and improvements, I believe that the burden of these costs should not be delegated to the residents of the district. It is unfair to ask this specific group, many of which in this neighborhood who have fixed income, to shoulder the financial responsibility for projects that will benefit the entire community of Casper, Wyoming, beyond just Westridge. West 15th street is used by many more citizens of Casper than just those in the Westridge areas. It is a primary path to CottonWood Elementary (The assistant principal at Cottonwood lives on the mountain, but uses West 15th street every single weekday to arrive at the school - this is just one example). Meadow Park is also used by many other constituents in the local community beyond Westridge. Meadow Park hosts local soccer tournaments in the Spring and Summer that attract Casper residents well outside of the Westridge neighborhood. If this burden of cost is placed upon our community, then we should also expect a high level of exclusivity with this park and all of the other improved assets there within.

Furthermore, I am concerned about the lack of transparency and community input in the decision-making process for this assessment district. It is crucial that all members of the community have a say in how their tax dollars are being spent, and that there is a clear plan in place for how these funds will be allocated and managed. The language concerning "incidental" time accrual is far too loose. Lastly, many residents (including my residence) have already had sewer work done within the last 3-4 years, and should not be double charged.

I urge you to reconsider the establishment of this assessment district, and to seek out alternative funding solutions that will not unfairly burden a specific group of residents. I also urge you to ensure that there is greater transparency and community input in all decisions related to local projects and improvements.

One of the reasons I call out transparency in detail, is because many of the residents in this neighborhood have accessibility needs, including but not limited to visual impairment, or cognitive impairment. These letters and pieces of communication sent do not align with accessibility best practices, and legally may not meet the minimal needs of a consent because of that. Have the residents been contacted in more ways than written communication to ensure understanding? If not, the city of Casper has more work to do to ensure people's minimal communication needs have been met. Some of these residents have personal assistants due to elder age as well. Has the city ensured that the appropriate parties for each residence has been contacted? If not, this may also contribute to the current lack of response.

Thank you for your attention to this matter.

Sincerely,

Otis M. Garrison, property owner at 1660 Westridge Circle, Casper, Wyoming, 82604.



From: [Courtney Williams](#)
To: [Amanda Ainsworth](#)
Subject: FW: Object to LAD No. 159
Date: Tuesday, May 16, 2023 7:54:03 AM

Best Regards,

Courtney Williams
City Clerk's Office
307-235-8272

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.

-----Original Message-----

From: zak wiebe <ztwin32@gmail.com>
Sent: Monday, May 15, 2023 8:30 PM
To: Steven Stolte <sstolte@casperwy.gov>; Amy Taucher <ataucher@casperwy.gov>; Courtney Williams <cwilliams@casperwy.gov>
Subject: Object to LAD No. 159

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.

To whom it may concern:

I object to Object to LAD No. 159.

Sincerely,
Zak Wiebe
1515 Westridge Dr.
Casper, Wy 82604

Zak Wiebe

From: [Courtney Williams](#)
To: [Amanda Ainsworth](#)
Subject: FW: Objection to LAD No. 159
Date: Tuesday, May 16, 2023 7:54:03 AM

Best Regards,

Courtney Williams
City Clerk's Office
307-235-8272

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-----Original Message-----

From: thewiebemrs@gmail.com <thewiebemrs@gmail.com>
Sent: Monday, May 15, 2023 9:01 PM
To: Steven Stolte <sstolte@casperwy.gov>; Amy Taucher <ataucher@casperwy.gov>; Courtney Williams <cwilliams@casperwy.gov>
Subject: Objection to LAD No. 159

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.

To whom it may concern:

I object to the LAD NO. 159

Sincerely,
Cierra Wiebe
1515 Westridge Drive
Casper, Wyoming 82604

WESTRIDGE PHASE 1 OWNERSHIP AND ASSESSMENT ROLE

Prepared by WLC Engineering and Surveying, Updated February 2, 2023

NOTE

Indicates Corner Lot

Change of Owner or Address Since Beginning

Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
118 HOLDINGS, LLC	2008 CY AVE	8758 WHISKEY GAP ROAD	CASPER, WY 82604	0.459	827 SUBDIVISION TRACT C	81.5	125.5	102.7	73.40	\$4,600.81	45.00	\$2,250.00	\$6,052.52	\$644.00
ADAMS, KIP A	1752 WESTRIDGE CIR	1752 WESTRIDGE CIR	CASPER, WY 82604	0.158	WESTRIDGE LOT 169	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
ALLEN, DONALD F ET UX	1604 WESTRIDGE DR	PO BOX 1233	CASPER, WY 82602	0.152	WESTRIDGE LOT 112	57.1			71.00	\$4,614.81			\$5,196.73	\$605.22
BEARD, CHRISTOPHER ET UX	1694 WESTRIDGE CIR	1694 WESTRIDGE CIR	CASPER, WY 82604	0.439	WESTRIDGE LOT 163	47			60.90	\$3,958.31	40.00	\$2,000.00	\$6,706.65	\$786.58
BECKTON, WILLIAM C ET UX	1745 WESTRIDGE DR	1745 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 102	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
BERGMAN, STEPHEN M ET UX	1652 WESTRIDGE CIR	1652 WESTRIDGE CIR	CASPER, WY 82604	0.165	WESTRIDGE LOT 158	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
BERNARD, MIQUELLE	1704 WESTRIDGE DR	1704 WESTRIDGE DR	CASPER, WY 82604	0.175	WESTRIDGE LOT 119	57.1			71.00	\$4,614.81			\$5,196.73	\$605.22
BERTAG PROPERTIES LLC	2000 WESTWOOD HILL	BOX 502	WILLS, WY 82644	0.336	WESTWOOD #3 LOT 622 COMMERCIAL	68.5			82.40	\$5,355.81			\$6,031.17	\$707.04
BERTAGNOLE, BRYAN ET UX	2014 WESTWOOD HILL	BOX 502	WILLS, WY 82644	0.239	WESTWOOD #3 LOT 621 COMMERCIAL	79.5			93.40	\$6,070.81			\$6,836.33	\$801.43
BERTZ, DONNA K	1644 WESTRIDGE CIR	1644 WESTRIDGE CIR	CASPER, WY 82604	0.185	WESTRIDGE LOT 157	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
BLACK, TERIL ET VIR	1712 WESTRIDGE CIR	1712 WESTRIDGE CIR	CASPER, WY 82604	0.188	WESTRIDGE LOT 165	61			74.90	\$4,868.31	16.00	\$800.00	\$6,383.08	\$748.29
BLAZEK-SEVERANCE, CYNTHIA L ET VIR	1657 WESTRIDGE CIR	1657 WESTRIDGE CIR	CASPER, WY 82604	0.176	WESTRIDGE LOT 149	63.8			77.70	\$5,050.31	35.00	\$1,750.00	\$7,657.82	\$897.73
BOYLES, VELMA KAY	1534 WESTRIDGE DR	1534 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 109	55			68.90	\$4,478.31			\$5,043.02	\$591.20
BROADSHAW, ROBERT E ET AL TRUSTEES	1522 WESTRIDGE TER	PO BOX 1838	WILLS, WY 82644	0.260	WESTRIDGE LOT 152	60			73.90	\$4,803.31	15.00	\$750.00	\$6,253.58	\$733.11
BRENNAN, BOBETTE L	1704 WESTRIDGE CIR	1704 WESTRIDGE CIR	CASPER, WY 82604	0.291	WESTRIDGE LOT 164	47			60.90	\$3,958.31	30.00	\$1,500.00	\$6,146.60	\$720.57
BRENTON FAMILY INVESTMENTS, LLC	N/A	PO BOX 50127	CASPER, WY 82605	0.307	827 SUBDIVISION TRACT B	61			74.90	\$4,868.31			\$5,482.30	\$642.68
BRENTON FAMILY INVESTMENTS, LLC	1844 CY AVE	PO BOX 50127	CASPER, WY 82605	0.507	827 SUBDIVISION TRACT A	170.4		158.5	184.30	\$11,979.31	32.00	\$1,600.00	\$15,291.68	\$1,792.65
BUFF, JAMES E ET UX	1617 WESTRIDGE TER	1617 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 132	58			71.90	\$4,673.31			\$5,262.61	\$616.94
CAMP PROPERTIES LLC	1814 WESTRIDGE CIR	PO BOX 52271	CASPER, WY 82605	0.168	WESTRIDGE LOT 171	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
CARLSON, CAPP A ET UX	1514 WESTRIDGE DR	PO BOX 1466	CASPER, WY 82602	0.143	WESTRIDGE LOT 107	55			68.90	\$4,478.31			\$5,043.02	\$591.20
CESTNIK, CHAD S	1524 WESTRIDGE DR	1524 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 108	55			68.90	\$4,478.31			\$5,043.02	\$591.20
CHAMPENDAL, JACQUELINE	1667 WESTRIDGE CIR	1667 WESTRIDGE CIR	CASPER, WY 82604	0.200	WESTRIDGE LOT 148	74			87.90	\$5,713.31	35.00	\$1,750.00	\$8,404.43	\$985.26
CURTIS, RICHARD L ET UX	1504 WESTRIDGE DR	1504 WESTRIDGE DR	CASPER, WY 82604	0.156	WESTRIDGE LOT 106	80		4.3	73.90	\$4,803.31			\$5,409.00	\$634.10
DEPAOLO-LARA FAMILY LIVING TRUST 1/29/2019	1535 WESTRIDGE DR	4921 S ELM ST	CASPER, WY 82601	0.143	WESTRIDGE LOT 89	55			68.90	\$4,478.31			\$5,043.02	\$591.20
DIORIO, JOHN N TRUSTEE	1683 WESTRIDGE TER	2320 RIVER MEADOWS RD	CASPER, WY 82604	0.290	WESTRIDGE LOT 125	87.2	88	13.68	101.10	\$6,571.31			\$7,309.95	\$867.50
DISTAD, INGER LOUISE ET AL	1684 WESTRIDGE CIR	1684 WESTRIDGE CIR	CASPER, WY 82604	0.274	WESTRIDGE LOT 162	47			60.90	\$3,958.31	35.00	\$1,750.00	\$6,428.12	\$753.57
DRURY, DALE EARL	1827 WESTRIDGE CIR	1827 WESTRIDGE CIR	CASPER, WY 82604	0.195	WESTRIDGE LOT 124	60			73.90	\$4,803.31			\$5,409.00	\$634.10
ELIZABETH J MANN REVOCABLE TRUST 5/25/2020	1529 WESTRIDGE DR	PO BOX 50741	CASPER, WY 82605	0.143	WESTRIDGE LOT 88	55			68.90	\$4,478.31			\$5,043.02	\$591.20
ELLIOTT, RANDY L	1705 WESTRIDGE DR	1705 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 98	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
FARRIS, MARSHALL	1647 WESTRIDGE TER	1647 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 129	58			71.90	\$4,673.31			\$5,262.61	\$616.94
FBS CASPER LLC	2024 CY AVE	PO BOX 50127 CASPER, WY 82605	CASPER, WY 82605	0.230	WESTWOOD #3 LOT 617 COMMERCIAL	80		18	93.90	\$6,103.31			\$6,872.93	\$805.72
FORSTER, JUSTIN W	1435 W 15TH ST	1435 W 15TH ST	CASPER, WY 82604	0.156	WESTRIDGE LOT 86	80		3.25	73.90	\$4,803.31			\$5,409.00	\$634.10
FRISBY, ROBYN H	1842 WESTRIDGE DR	1842 WESTRIDGE DRIVE	CASPER, WY 82604	0.173	WESTRIDGE LOT 116	57.1			71.00	\$4,614.81			\$5,196.73	\$605.22
GARNER, BRANDON ET UX	1775 WESTRIDGE DR	1775 WESTRIDGE DR	CASPER, WY 82604	0.156	WESTRIDGE LOT 105	60			73.90	\$4,803.31			\$5,409.00	\$634.10
GARRISON, OTIS M	1660 WESTRIDGE CIR	5374 S QUATAR CIR	AURORA, CO 80015	0.165	WESTRIDGE LOT 159	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
GAY, WILMER B ET UX	1745 WESTRIDGE CIR	1745 WESTRIDGE CIR	CASPER, WY 82604	0.270	WESTRIDGE LOT 144	99	154	15	112.90	\$7,336.31	35.00	\$1,750.00	\$10,234.34	\$1,198.78

Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
GLYNN, DOROTHY ET AL	1742 WESTRIDGE CIR	1742 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 168	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
GREENLINE PROPERTIES LLC-SERIES B	1563 WESTRIDGE TER	7230 ROCKING R RD	CASPER, WY 82604	0.196	WESTRIDGE LOT 127	58			71.90	\$4,673.31			\$5,262.61	\$616.94
GRIMSHAW INVESTMENT'S LLC	1851 WESTRIDGE CIR	39 E 1ST ST	SHERIDAN, WY 82601	0.162	WESTRIDGE LOT 122	115			128.90	\$8,378.31			\$9,434.61	\$1,106.06
HACKETT, JOAN R	1625 WESTRIDGE DR	1625 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 94	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
HARTMANN, LYLE	1521 WESTRIDGE TER	1521 WESTRIDGE TERR	CASPER, WY 82604	0.143	WESTRIDGE LOT 137	55			68.90	\$4,478.31			\$5,043.02	\$591.20
HASQUET, ARRETTA A	1638 WESTRIDGE TER	1638 WESTRIDGE TER	CASPER, WY 82604	0.153	WESTRIDGE LOT 142	60			73.90	\$4,803.31	15.00	\$750.00	\$6,253.58	\$733.11
HEATON, LAURIE L	1668 WESTRIDGE CIR	1668 WESTRIDGE CIR	CASPER, WY 82604	0.165	WESTRIDGE LOT 160	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
HOUSEZ LLC	1837 WESTRIDGE CIR	1888 BRYAN STOCK TRL	CASPER, WY 82601	0.160	WESTRIDGE LOT 123	60			73.90	\$4,803.31			\$5,409.00	\$634.10
HUBBARD, DENISE A ET VIR	1614 WESTRIDGE CIR	1614 WESTRIDGE CIR	CASPER, WY 82604	0.259	WESTRIDGE LOT 154	53.5			67.40	\$4,380.61	35.00	\$1,750.00	\$6,903.90	\$809.35
HURT, LUCAS ET UX	1721 WESTRIDGE CIR	1721 WESTRIDGE CIR	CASPER, WY 82604	0.158	WESTRIDGE LOT 146	60			73.90	\$4,803.31	35.00	\$1,750.00	\$7,379.68	\$865.12
JAMES & SUZANNE FELTEN LIVING	1648 WESTRIDGE TER	1648 WESTRIDGE TR	CASPER, WY 82604	0.206	WESTRIDGE LOT 143	61.7			95.60	\$6,213.61	15.00	\$750.00	\$7,841.94	\$919.31
JOANNE DEMOREST LIVING TRUST 10/24/2014	1716 WESTRIDGE DR	1219 S WOLCOTT ST	CASPER, WY 82601	0.165	WESTRIDGE LOT 120	60			73.90	\$4,803.31			\$5,409.00	\$634.10
JOHNSON, GWEN	1832 WESTRIDGE CIR	1219 S WOLCOTT ST	CASPER, WY 82601	0.168	WESTRIDGE LOT 173	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
KAY E BRITTAN TRUST 12/14/98	1715 WESTRIDGE DR	1515 W 12TH ST	CASPER, WY 82604	0.160	WESTRIDGE LOT 99	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
KENNEDY, ADAM J	1537 WESTRIDGE TER	1537 WESTRIDGE TER	CASPER, WY 82604	0.143	WESTRIDGE LOT 135	55			68.90	\$4,478.31			\$5,043.02	\$591.20
KINION, BRETT	1772 WESTRIDGE DR	1772 WESTRIDGE DR	CASPER, WY 82604	0.234	WESTRIDGE LOT 178	90		1.15	103.90	\$6,753.31			\$7,804.90	\$881.53
KRAMER, WILLIAM M JR	1735 WESTRIDGE DR	1735 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 101	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
LADWIG, JESSICA	1725 WESTRIDGE DR	1725 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 100	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
LAIFAMILY LLC	2034 WESTWOOD HILL	BOX 577	CASPER, WY 82602	0.344	WESTWOOD #3 LOT 619 COMMERCIAL	68.5			82.40	\$5,355.61			\$6,031.17	\$707.04
LAIFAMILY LLC	2024 WESTWOOD HILL	BOX 577	CASPER, WY 82602	0.239	WESTWOOD #3 LOT 620 COMMERCIAL	79.5			93.40	\$6,070.61			\$6,836.33	\$801.43
LARSON, MARK T	1505 WESTRIDGE TER	1505 WESTRIDGE TER	CASPER, WY 82604	0.158	WESTRIDGE LOT 139	60			73.90	\$4,803.31			\$5,409.00	\$634.10
LEONHARDT, Bryce PAUL ET UX	1733 WESTRIDGE CIR	1733 WESTRIDGE CIR	CASPER, WY 82604	0.158	WESTRIDGE LOT 145	60			73.90	\$4,803.31	35.00	\$1,750.00	\$7,379.68	\$865.12
LEWIS, JOHN F ET AL TRUSTEES	1867 WESTRIDGE CIR	1867 WESTRIDGE CIR	CASPER, WY 82604	0.217	WESTRIDGE LOT 121	81.2	121	15	95.10	\$6,181.31			\$6,960.77	\$818.01
LINOBERG LLC	1634 WESTRIDGE DR	1634 WESTRIDGE DR	CASPER, WY 82604	0.162	WESTRIDGE LOT 115	57.1			71.00	\$4,614.61			\$5,196.73	\$609.22
LOOMER, CHERYL D	1607 WESTRIDGE TER	1607 WESTRIDGE TR	CASPER, WY 82604	0.151	WESTRIDGE LOT 133	58			71.90	\$4,673.31			\$5,262.61	\$616.94
REAL ESTATE INVESTMENT LLC	1545 WESTRIDGE DR	1818 E. 2ND STREET	CASPER, WY 82601	0.156	WESTRIDGE LOT 104	60			73.90	\$4,803.31			\$5,409.00	\$634.10
REAL ESTATE INVESTMENT LLC	1545 WESTRIDGE DR	1818 E. 2ND STREET	CASPER, WY 82601	0.143	WESTRIDGE LOT 90	55			68.90	\$4,478.31			\$5,043.02	\$591.20
LYE, ADAM T ET AL	1634 WESTRIDGE CIR	1634 WESTRIDGE CIR	CASPER, WY 82604	0.224	WESTRIDGE LOT 156	56.5			70.40	\$4,575.61	26.00	\$1,300.00	\$6,616.74	\$775.66
MALANDRINI, DENNIS E	1624 WESTRIDGE DR	1624 WESTRIDGE DR	CASPER, WY 82604	0.157	WESTRIDGE LOT 114	57.1			71.00	\$4,614.61			\$5,196.73	\$609.22
MC AULAY, ROSE M	1614 WESTRIDGE DR	1723 S WALNUT ST	CASPER, WY 82601	0.155	WESTRIDGE LOT 113	57.1			71.00	\$4,614.61			\$5,196.73	\$609.22
MC CANN, CAROL ANN	1615 WESTRIDGE DR	1615 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 93	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
MC MURRAY, JOSEPH R ET AL	1641 WESTRIDGE CIR	1641 WESTRIDGE CIR	CASPER, WY 82604	0.208	WESTRIDGE LOT 150	97.5			111.40	\$7,240.61	35.00	\$1,750.00	\$10,124.55	\$1,186.91
MC QUEEN, MARTIN A	1755 WESTRIDGE DR	1755 WESTRIDGE DR	CASPER, WY 82604	0.157	WESTRIDGE LOT 103	60.5			74.40	\$4,835.61			\$5,445.60	\$638.39
MCGOWEN, KAGEN	1605 WESTRIDGE DR	1605 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 92	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
MEERS LLC	1655 WESTRIDGE DR	710 LA HACIENDA	CASPER, WY 82601	0.160	WESTRIDGE LOT 97	61.6			75.70	\$4,920.31			\$5,540.76	\$649.55
MICHAEL P CORTELL LIVING TRUST 9/8/2022	1654 WESTRIDGE CIR	1654 WESTRIDGE CIR	CASPER, WY 82604	0.302	WESTRIDGE LOT 176	45			56.90	\$3,828.31			\$4,311.05	\$505.36
MIGUEL, JOE G SAN JR	1804 WESTRIDGE CIR	1804 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 170	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
MILLER, CARRIE E	1762 WESTRIDGE DR	1762 WESTRIDGE DR	CASPER, WY 82604	0.249	WESTRIDGE LOT 178	58.5			72.40	\$4,705.61			\$5,299.21	\$621.23
MILLVIEW INVESTMENT CO LLC	1956 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.413	WESTWOOD #3 LOT 823	68.5			82.40	\$5,355.61	18.00	\$900.00	\$7,044.66	\$825.85
MILLVIEW INVESTMENT CO LLC	1945 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.413	WESTWOOD #3 LOT 824 COMMERCIAL	71.72			85.62	\$5,565.11	18.00	\$900.00	\$7,280.36	\$853.48
MONFRE, BARBARA	1527 WESTRIDGE TER	1527 WESTRIDGE TERRACE	CASPER, WY 82604	0.143	WESTRIDGE LOT 136	55			68.90	\$4,478.31			\$5,043.02	\$591.20

Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
MORTGAGE NOW LLC	1840 WESTRIDGE CIR	2071 W 39TH ST	CASPER, WY 82604	0.184	WESTRIDGE LOT 174	45			58.90	\$3,828.31	15.00	\$750.00	\$5,155.63	\$404.40
MOUNTAIN WEST PROPERTY LEASING LLC	1505 WESTWOOD HILL	4113 W YELLOWSTONE HWY	CASPER, WY 82604	0.290	WESTWOOD #3 LOT 825 COMMERCIAL	90.4			104.30	\$6,779.31	15.00	\$750.00	\$8,478.75	\$993.97
MOUNTAIN WEST PROPERTY LEASING LLC	1924 CY AVE	4113 W YELLOWSTONE HWY	CASPER, WY 82604	0.318	WESTWOOD #3 LOT 826 COMMERCIAL	80		20.6	93.90	\$6,103.31	15.00	\$750.00	\$7,717.51	\$904.73
NORCROSS LORRI	1676 WESTRIDGE CIR	1676 WESTRIDGE CIR	CASPER, WY 82604	0.223	WESTRIDGE LOT 161	63.5			77.40	\$5,030.81	16.00	\$800.00	\$6,566.07	\$769.74
NORTHROP BRIAN G	1635 WESTRIDGE TER	1635 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 130	58			71.90	\$4,673.31			\$5,262.61	\$616.94
O'GRADY JAMES E	1554 WESTRIDGE DR	1554 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 111	55			68.90	\$4,478.31			\$5,043.02	\$591.20
OSWALD TYSON ET UX	1655 WESTRIDGE TER	1655 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 128	58			71.90	\$4,673.31			\$5,262.61	\$616.94
PAULSON, ERIC DANIEL	1732 WESTRIDGE CIR	1732 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 167	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
PHILIP S JOHNSTON & DONNA V JOHNSTON TR	1513 WESTRIDGE TER	1513 WESTRIDGE TR	CASPER, WY 82604	0.143	WESTRIDGE LOT 138	55			68.90	\$4,478.31			\$5,043.02	\$591.20
REFKE JOHN D	1624 WESTRIDGE CIR	BOX 52038	CASPER, WY 82605	0.168	WESTRIDGE LOT 172	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
ROOT CLEMENT W JR	1545 WESTRIDGE TER	1545 WESTRIDGE TER	CASPER, WY 82604	0.143	WESTRIDGE LOT 134	55			68.90	\$4,478.31			\$5,043.02	\$591.20
ROBENOF, THOMAS ALLEN ET UX	1608 WESTRIDGE TER	1608 WESTRIDGE TER	CASPER, WY 82604	0.280	WESTRIDGE LOT 140	124	182	17.8	137.90	\$9,963.31	15.00	\$750.00	\$10,838.15	\$1,282.29
RUCO, RYAN	1656 WESTRIDGE DR	1656 WESTRIDGE DR	CASPER, WY 82604	0.210	WESTRIDGE LOT 118	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
RUSSELL, TIMOTHY D ET UX	1804 WESTRIDGE CIR	1804 WESTRIDGE CIR	CASPER, WY 82604	0.219	WESTRIDGE LOT 153	58.5	119.5	18.8	70.40	\$4,575.81	32.00	\$1,800.00	\$6,954.57	\$815.29
SALZ, SUE E	1510 WESTRIDGE TER	1510 WESTRIDGE TR	CASPER, WY 82604	0.354	WESTRIDGE LOT 151	120			133.90	\$8,703.31	15.00	\$750.00	\$10,645.37	\$1,247.98
SCHAFER TIMOTHY J	1625 WESTRIDGE TER	1625 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 131	58			71.90	\$4,673.31			\$5,262.61	\$616.94
SHORT FRANCIS M	1635 WESTRIDGE DR	2215 E 7TH ST #18	CASPER, WY 82609	0.160	WESTRIDGE LOT 95	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
SIMMONS, JAMES J ET UX	1624 WESTRIDGE CIR	1624 WESTRIDGE CIR	CASPER, WY 82604	0.249	WESTRIDGE LOT 155	48.5			62.40	\$4,055.81	34.00	\$1,700.00	\$6,481.61	\$758.84
SIPP, SHARNA	1645 WESTRIDGE DR	1645 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 96	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
SMITH, MICHAEL F ET UX	1848 WESTRIDGE CIR	1848 WESTRIDGE CIR	CASPER, WY 82604	0.240	WESTRIDGE LOT 175	45.5			59.40	\$3,860.81	20.00	\$1,000.00	\$5,473.75	\$641.69
SMITH, ROCKY D ET UX	1868 WESTRIDGE CIR	1868 WESTRIDGE CIR	CASPER, WY 82604	0.250	WESTRIDGE LOT 177	82	113.5	18	95.90	\$8,233.31			\$7,019.33	\$822.88
STODDARD MAGHAN	1544 WESTRIDGE DR	1544 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 110	55			68.90	\$4,478.31			\$5,043.02	\$591.20
TALADA, ROD A	1722 WESTRIDGE CIR	1722 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 166	61			74.90	\$4,868.31	16.00	\$800.00	\$6,383.08	\$748.79
THOMAS, JAMES L ET UX	1681 WESTRIDGE CIR	1681 WESTRIDGE CIR	CASPER, WY 82604	0.247	WESTRIDGE LOT 147	41.8	50	120	55.70	\$3,820.31	36.00	\$1,750.00	\$6,047.50	\$708.85
TRAYLOR, JAMES E	1555 WESTRIDGE DR	1555 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 91	55			68.90	\$4,478.31			\$5,043.02	\$591.20
TRIPLE M WESTSIDE PROPERTIES LLC	2044 WESTWOOD HILL	PO BOX 1778 CASPER, WY 82602	CASPER, WY 82602	0.298	WESTWOOD #3 LOT 818 COMMERCIAL	80.7			94.60	\$6,148.81			\$6,924.17	\$811.72
WHALEN, RICHARD A ET AL	1650 WESTRIDGE DR	1650 WESTRIDGE DR	CASPER, WY 82604	0.195	WESTRIDGE LOT 117	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
WIEBE, ZAKERY D ET UX	1515 WESTRIDGE DR	1515 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 87	55			68.90	\$4,478.31			\$5,043.02	\$591.20
WILSON, SHAWN M ET UX	1673 WESTRIDGE TER	1673 WESTRIDGE TR	CASPER, WY 82604	0.187	WESTRIDGE LOT 126	56			71.90	\$4,673.31			\$5,262.61	\$616.94
WOOD, DALE F	1626 WESTRIDGE TER	1626 WESTRIDGE TR	CASPER, WY 82604	0.196	WESTRIDGE LOT 141	102			115.90	\$7,533.31	15.00	\$750.00	\$9,327.83	\$1,093.51
Total Estimated Assessment										\$8,415.00	\$548,975.00	982.00	\$48,100.00	\$670,113.96

Note 1) The above opinions of estimated assessment have been increased by 12.61% (1.1261 multiplier) for traffic control, design and construction engineering contingency and incidental construction costs

Note 2) Corner lots have been assessed on the short side with the long side and corner radius distributed throughout Phase One. 1,486.98 feet of curbwalk is distributed among 107 total lots.

ORDINANCE NO. 7-23 ____

AN ORDINANCE APPROVING A ZONE CHANGE OF LOT 1,
MAJESTIC MOUNTAIN ADDITION, FROM PH (PARK
HISTORIC) TO C-2 (GENERAL BUSINESS)

WHEREAS, Pat Sullivan/Half Barrel Inc. has applied for a zone change of Lot 1, Majestic Mountain Addition, located immediately east of the Paradise Valley public pool and north of the Iris Street cul-de-sac, from PH (Park Historic) to C-2 (General Business): and,

WHEREAS, the City Council originally sold the subject property via Resolution #06-155; and,

WHEREAS, after a public hearing on March 9, 2023, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 1, Majestic Mountain Addition, is hereby rezoned from zoning classification PH (Park Historic) to C-2 (General Business).

SECTION 2:


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

PASSED on 1st reading the 18th day of April, 2023.

PASSED on 2nd reading the 2nd day of May, 2023.

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Bruce Knell
Mayor

ORDINANCE NO. 8-231 _

AN ORDINANCE APPROVING THE HIGHLAND PARK
TENNIS COMPLEX ADDITION, AND THE ASSOCIATED
SUBDIVISION AGREEMENT

WHEREAS, an application has been made for final plat approval of the Highland Park Tennis Complex Addition, comprising 4.57-acres, more or less, and located generally south and west of the intersection of South Beverly Street and East 4th Street (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land located within SE1/4NE1/4 of Section 10, T.33N., R79W., 6th P.M. Natrona County, Wyoming, as well as a portion of the City of Casper Highland Park Addition; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Highland Park Tennis Complex Addition Subdivision Agreement.

SECTION 2:

That the final plat of the Highland Park Tennis Complex Addition is hereby approved under terms and conditions of the Highland Park Tennis Complex Addition Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 15th day of April, 2023.

PASSED on 2nd reading the 2nd day of May, 2023.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

ORDINANCE NO. 9-23

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

WHEREAS Del Lukasiewicz has applied for plat approval to create the Lukasiewicz Subdivision, comprising 4.6-acres, more or less located in the NW1/4NW1/4 of Section 23, T.33N., R80W., 6th PM, Natrona County, Wyoming, as well as portions of Lots 22 and 23 in the Paradise Valley Addition; and,

WHEREAS application has also been made to zone the proposed Lukasiewicz Subdivision as AG (Urban Agriculture); and,

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

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

WHEREAS, this platting and zoning requires approval of the City Council, by ordinance, following a public hearing; and,

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

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

SECTION 1:

The plat of the Lukasiewicz Subdivision and the associated subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

That the above-described zoning of the Lukasiewicz Addition as AG (Urban Agriculture) is hereby approved.

SECTION 3:

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

PASSED on 1st reading the 18th day of April, 2023.

PASSED on 2nd reading the 2nd day of May, 2023.

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

APPROVED AS TO FORM:

Walter Tremel


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 3, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Scott Dresher, Casper Area Transit Manager
Pam Jones, Grant Specialist

SUBJECT: Authorizing a Contract for Transportation Services between the City of Casper and Natrona County for FY23 Transit Services

Meeting Type & Date: Regular Council Meeting, May 16, 2023

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize a Contract for Transportation Services between the City of Casper and Natrona County for FY23 Transit Services in the amount of \$13,500.00.

Summary:

Casper Area Transit originally drafted a Contract for Transportation Services with Natrona County for LINK and ASSIST bus services for the period, July 1, 2022 through June 30, 2023. The City of Mills had concerns about the language in the Contract defining the municipality as a “Contractor.” A meeting was held with the attorneys for the other entities in Natrona County, and the Contract language was revised. After each entity approved the language, the Contract(s) were re-issued for the respective municipality, and the Contract for Natrona County is attached hereto.

The City of Casper has enjoyed the ongoing relationship it has shared with Natrona County for transit operations since assuming oversight in May 2021. The goal of Casper Area Transit is to keep the Casper area moving forward.

Financial Considerations:

In consideration of the performance of services rendered under this Contract, Casper Area Transit shall be compensated for services performed, not to exceed a sum of One Thousand Two Hundred Dollars (\$13,500.00) for FY23, with the rest of the funding to come from Federal and State grants to the City of Casper, and local funding from the optional one cent sales tax revenues.

Oversight/Project Responsibility:

Liz Becher, Scott Dresher, and Pam Jones – Casper Area Transit

Attachments:

Resolution
Contract for Transportation Services

CONTRACT FOR TRANSPORTATION SERVICES

This Contract for Transportation Services (“**Contract**”) is entered into on this ____ day of April, 2023, by and between the City of Casper (“**Casper**”), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the Natrona County, Wyoming (“**Natrona County**”), 200 North Center Street, Casper, Wyoming 82601.

Throughout this document, Casper and Natrona County may be collectively referred to as the “parties.”

RECITALS

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and

WHEREAS, the project requires Transportation services for the demand response and fixed route transportation for Natrona County and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Natrona County as required by this Contract; and

WHEREAS, Natrona County desires to contract with Casper for the provision of such services.

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

PART I. GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES:

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is City Manager's authorized representative and shall so serve as liaison to Natrona County.

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

- A. Casper shall operate a demand response transportation system for the urbanized area of Natrona County. Casper shall place an emphasis on services for the elderly and disabled.

- B. Casper shall operate a fixed route transportation system for the general public within the boundaries of Natrona County
- C. Casper shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- D. Casper shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday. Casper may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- E. Casper shall promote the services offered through appropriate informational programs.
- F. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
- G. Fares:
 - i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Natrona County of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.
 - ii. General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by Casper, the criteria for reduced fare are determined by the Americans with Disabilities Act.

- iii. A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.

H. Group Trips

i. Natrona County shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.

ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2022, and completed on or before the 30th day of June 2023.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00).
- B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.
- C. This Contract is specifically made subject to the Council-approved FY 2023 budget, related, but not limited to, Casper's General Fund and Casper's 1% #16 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

Natrona County will be invoiced annually by Casper, for services provided herein, no later than July 31, 2023. The invoice shall be for the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00).

4. METHOD OF PAYMENT:

Natrona County's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

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

Casper and Natrona County each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

- A. Casper may terminate this Contract anytime by providing thirty (30) days written notice to Natrona County of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, Natrona County shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Natrona County, or any breach of the Contract by Natrona County, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Natrona County are determined.

7. CHANGES:

Casper 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 compensation, which is mutually agreed upon between Casper and Natrona County, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Natrona County, which are pertinent to this Contract. Natrona County shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Natrona County which are pertinent to this Contract. Natrona County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties 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. Casper 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. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Natrona County may, at no additional expense to Casper, make and retain such additional copies thereof as Natrona County 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 Natrona County be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Natrona County under this Contract are confidential and shall not be made available to any individual or

organization by Natrona County without the prior written consent of Casper, except as otherwise required at law.

13. 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 Parties 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.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Natrona County. Casper and Natrona County do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper 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.

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2022.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

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

1. ACCESS TO RECORDS AND REPORTS:

- a. Record Retention. Casper will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. Casper agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Casper shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. Casper agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
- d. Access to the Sites of Performance. Casper agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

2. CIVIL RIGHTS LAWS AND REGULATIONS:

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

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, Casper agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Casper agrees to comply with applicable Federal implementing regulations and other implement requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Casper agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Casper agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Casper agrees to comply with any implementing requirements FTA may issue.

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

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

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

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

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying Casper from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

4. ENERGY CONSERVATION:

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

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

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

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

Casper acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, Casper certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Casper further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Casper to the extent the Federal Government deems appropriate.

Casper also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right

to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Casper, to the extent the Federal Government deems appropriate.

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

8. SAFE OPERATION OF MOTOR VEHICLES:

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

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

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

The remainder of this page is intentionally left blank.

City of Casper, Wyoming

Signature Page

Dated this _____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING

Fleur Tremel

Bruce Knell, Mayor

Natrona County, Wyoming

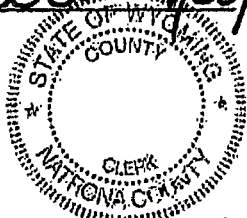
Signature Page

Dated this 3rd day of May, 2023.

APPROVED AS TO FORM

LA Reed 4/30/23

ATTEST



Cindy Riaden, Chief Deputy
County Clerk for Tracy Grod

My term of office expires
January 4, 2027

NATRONA COUNTY, WYOMING

Steven K. Freel
Steven K. Freel, Chairman
Natrona County Commissioners

RESOLUTION NO. 23-93

A RESOLUTION AUTHORIZING A
TRANSPORTATION SERVICES CONTRACT FOR
TRANSIT SERVICES FOR NATRONA COUNTY FOR
FISCAL YEAR 2023.

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and,

WHEREAS, the project requires transportation services for the demand response and fixed route transportation for Natrona County and members of its general public; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Natrona County as required by this Contract; and

WHEREAS, Natrona County desires to contract with Casper for the provision of such services.

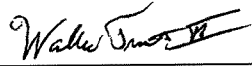
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Transportation Services between the City of Casper and Natrona County for Fiscal Year 2023, in an amount not to exceed Thirteen Thousand Five Hundred Dollars (\$13,500).

BE IT FURTHER RESOLVED: That the Contract amount for Natrona County's financial obligation should not exceed Thirteen Thousand Five Hundred Dollars (\$13,500) with the rest of the funding to come from Federal and State grants to the City and local funding.

BE IT FURTHER RESOLVED: That the Contract amount for the Natrona County's financial obligation shall be for only those funds necessary to operate the transit system in Natrona County.

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Bruce Knell
Mayor

May 5, 2023

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

FROM: Shane Chaney, Deputy Police Chief *WFD*
Ryan Dabney, Police Captain *RDW*

SUBJECT: That City Council Authorize an Agreement with the Department of Justice to participate in the Equitable Sharing Program

Meeting Type & Date

May 16, 2023

Action type

Resolution

Recommendation

That City Council authorizes an agreement with the Department of Justice to participate in the Equitable Sharing Program.

Summary

The Casper Police Department has participated in the Department of Justice Federal Seizure, Equitable Sharing Program in the past and would like to rejoin the program. This federal program allows participating agencies to share federally forfeited funds, property, and any interest earned, between participating law enforcement agencies.

To rejoin this program and remain compliant, the Chief of Police and the Mayor must sign the Equitable Sharing Agreement and Certification.

Financial Considerations

There is no financial impact.

Oversight/Project Responsibility

Ryan Dabney, Police Captain
Bev Skovgard, Administrative Assistant III

Attachments

Agreement and Certification
Resolution



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: WY0130100
Agency Name: Casper Police Department
Mailing Address: 201 N. David Street
Casper, WY 82601

Type: Police Department

Agency Finance Contact

Name: Dabney, Ryan
Phone: 307-235-8338

Email: rdabney@casperwy.gov

Jurisdiction Finance Contact

Name: Johnson, Jill
Phone: 307-235-7570

Email: jjohnson@casperwy.gov

ESAC Preparer

Name: Skovgard, Bev
Phone: 307-235-8225

Email: bskovgard@casperwy.gov

FY End Date: 06/30/2021

Agency FY 2022 Budget: \$16,152,532.00

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds¹

Treasury Funds²

1	Beginning Equitable Sharing Fund Balance	\$204.91	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$204.91	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Jeff Tennie**Company:** Ketel Thorstenson**Phone:** 6057163261**Email:** jeff.yennie@KTLLP.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: McPheeters, Keith
Title: Chief of Police
Email: kmcpheters@casperwy.gov

Signature: _____

Date: 5-1-2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Knell, Bruce
Title: Mayor
Email: bknell@casperwy.gov

Signature: _____

Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

RESOLUTION NO. 23-94

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE DEPARTMENT OF JUSTICE TO PARTICIPATE IN THE
EQUITABLE SHARING PROGRAM.

WHEREAS, the Casper Police Department has participated in the Department of Justice Federal Seizure, Equitable Sharing Program in the past; and

WHEREAS, the Casper Police Department has submitted a request to rejoin the program; and


WHEREAS, the Equitable Sharing Agreement and Certificate must be completed and signed in order to become compliant and continue to participate in the program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest the Equitable Sharing Agreement and Certification.

BE IT FURTHER RESOLVED: That the Mayor and/or his/her designee is hereby authorized to execute all documents pertaining to the above-described Agreement.

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

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 4, 2023

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, City Clerk/Assistant to the City Manager
Carla Mills-Laatsch, Licensing Specialist 
SUBJECT: Summer Downtown Open Container Area

Meeting Type & Date
Regular Council Session
May 16, 2023

Action type
Resolution

Recommendation
That Council set, by Resolution, the boundaries, times, and restrictions applicable to the 2023 Summer Downtown Open Container Area.

Summary
The following considerations are being suggested for the 2023 Downtown Open Container Area Resolution.

Boundaries:

Beginning at Elm Street and Yellowstone and continuing east along Yellowstone and then 2nd Street to the western edges of the intersection of Durbin Street and 2nd Street; and on David Street, beginning at its intersection with West Yellowstone and West 2nd Street and proceeding south on David Street, ending at West Midwest Avenue; and on Elm street from Yellowstone and continuing south on Elm Street to the southern edge of the Yellowstone Garage's outdoor stage area; and on Ash Street from Yellowstone and continuing south to West Collins Drive, on the sidewalks only; and on Center Street from 2nd Street and continuing south, on the sidewalk only, and ending at Midwest Avenue; and on Wolcott Street from 2nd Street and continuing south, ending at the alley to the south of Backwards Distilling Co., on the sidewalk on the west side of the street only. No alley, side street, or parking areas provide for authorized possession of or travel with open containers.

Wrist Bands:

Retail, microbrewery, and distillery license holders that wish to participate in the open container will give the City Clerk's office at least 5 business days' notice before the event. Participants will be required to send a digital copy of the wristbands the establishment plans to use to the City Clerk.

Hours of operations:

The hours of operation: 5:00 pm to 10:00 pm, Thursday, Friday, and Saturday.

Signage:

Semi-permanent, seasonal signs will be installed at the boundary edges. These semi-permanent signs will remain in place throughout the season, then be removed and stored for use in the next year.

Financial Considerations

The anticipated cost to update the signage with the altered open container area will be approximately \$5,000. It's anticipated that the overtime cost for the police department will be approximately \$2,000 per week totaling \$30,000 for the 15-week summer.

Oversight/Project Responsibility

Keith McPheeters, Chief of Police

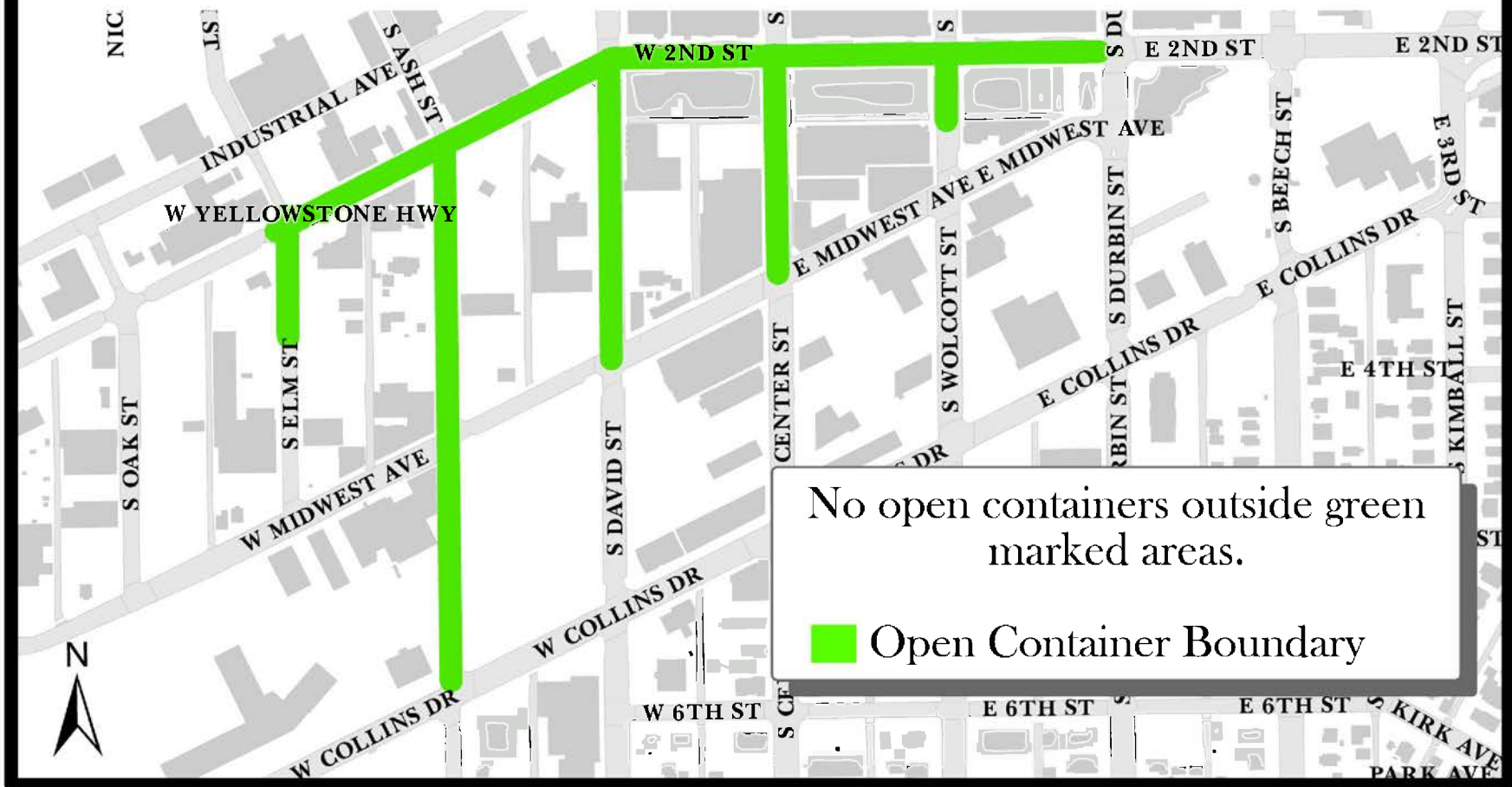
Fleur Tremel, City Clerk

Carla Mills-Laatsch, Licensing Specialist

Attachments

Map of the open container area

Resolution



RESOLUTION NO. 23-95

A RESOLUTION APPROVING THE DOWNTOWN
OPEN CONTAINER AREA.

WHEREAS, the City of Casper passed Ordinance 9-20 which updated the current liquor code; and,

WHEREAS, Section 5.08.480 of Ordinance 9-20 allows Council to create an open container area between Memorial Day and Labor Day; and,

WHEREAS, the Council wishes to approve an open container area as follows: Beginning at Oak Street and Yellowstone and continuing east along Yellowstone and then 2nd Street to the western edges of the intersection of Durbin Street and 2nd Street; and on David Street, beginning at its intersection with West Yellowstone and West 2nd Street and proceeding south on David Street, ending at West Midwest Avenue; and on Elm street from Yellowstone and continuing south on Elm Street to the southern edge of the Yellowstone Garage's outdoor stage area; and on Ash Street from Yellowstone and continuing south to West Collins Drive, on the sidewalks only; and on Center Street from 2nd Street and continuing south, on the sidewalk only, and ending at Midwest Avenue; and on Wolcott Street from 2nd Street and continuing south, ending at the alley to the south of Backwards Distilling Co., on the sidewalk on the west side of the street only. No alley, side street, or parking areas provide for authorized possession of or travel with open containers.

WHEREAS, the City of Casper shall mark the boundaries; and

WHEREAS, the Council wishes to approve the open container area between the hours of 5:00 PM and 10:00 PM on the following dates to be Thursday, Friday, and Saturday starting the Thursday preceding the Memorial Day Weekend and ending on Labor Day; and,

WHEREAS, The City's Police Department requires advance notice in order to prepare public safety resources for use in the open container area, the Council shall require any business wishing to participate in the open container area to notify the City Clerk's Office at least 5 business days prior to the commencement of the event, and,

WHEREAS, retail, microbrewery, and distillery license holders are allowed to sell beverages for off-premise and would be allowed to participate in the open container zone; and,

WHEREAS, the Council shall require any business wishing to sell beverages that are permitted outside of their establishment to give customers a wristband, just as any individual open container permit would require; and,

WHEREAS, the Council shall require businesses to provide the City Clerk with a digital copy of the wristbands the establishment plans to use; and,

WHEREAS, the Council shall require all servers to be TIPS trained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the described Open Container Zone is hereby approved.

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

APPROVED AS TO FORM:

_____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

April 13, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing Change Order No. 3 with Melgaard Construction Company, Inc., in the amount of \$160,000, and for a time extension for of one hundred eighty-three (183) calendar days, in relation to the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Meeting Type & Date:

Regular Council Meeting

May 16, 2023

Action Type:

Resolution

Recommendation:

That Council, by Resolution, authorize Change Order No. 3 with Melgaard Construction Company, Inc., in the amount of \$160,000, and for a time extension for of one hundred eighty-three (183) calendar days, in relation to the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Summary:

The project includes CRL cell 5 construction which encompasses all excavation, hauling, sump riser network materials and enclosures installation for cells 1 through 5, as well as assistance with geosynthetics liner (liner) work. CO3 is in response to cold weather conditions where liner work could not be installed according to project specifications from early November 2022 through mid-April 2022.

Melgaard is under contract for the earthwork, and Northwest Linings & Geosynthetics Products, Inc. (Northwest), is under contract for the liner work, with coordination between both contractors to deploy and secure liner installation. Melgaard reached partial completion on October 24, 2022, completing the earthwork in preparation for liner deployment. At this time, Northwest was unable to deliver liner materials due to manufacturing delays, and conditions were not suitable for Northwest's work to meet liner installation project specifications, where wet and frozen base soils with excessive winds and weather below 35 degrees Fahrenheit persisted. Melgaard and Northwest agreed to a winter shutdown, where a date of April 26, 2023 was set to continue work to reach substantial completion (spring start-up), at which point, the liner can be installed by

Northwest, and the final earthwork operations layer is to be installed by Melgaard.

Golder Associates (Golder) is under contract for engineering, design, and bidding of the work, and Peak Engineering Technologies (Peak) is under contract for construction management and construction quality assurance of Melgaard's and Northwest's work. As a result of the winter shutdown, Melgaard initially requested a change order for \$280,000 for 2022 demobilization and April 2023 remobilization. This request was in addition to the original unit price bid item cost for mobilization/demobilization included in Melgaard's awarded contract, also in the amount of \$280,000. The City, Peak, and Golder negotiated with Melgaard to a CO3 cost in the amount of \$160,000 and an additional 183 calendar days. A separate completion date of May 12, 2023 will be set for the completion of the priority cell 5 sump riser enclosure with spring start-up date of April 26, 2023.

Change Order No. 1 (CO1) included removal of large subgrade rock material encountered during initial earthwork, in the amount of \$29,352.60, and Change Order No. 2 (CO2) included additional structural fill required to construct the side slope and berm located on the northwest boundary of Cell 5, in the amount of \$25,460. Both CO1 and CO2 have been approved and executed.

Financial Considerations:

\$130,000 contingency funds were encumbered for the project from Munis Project 2060022010 as part of Improvements Other than Bldgs. CO1 and CO2 reduced contingency funds to \$75,187.40. CO3 will use the remaining \$75,187.40 contingency funds. The balance of CO3 funding, in the amount of \$84,812.60, will be \$19,500 from Munis Project 2060023005 Grader Replacement; \$11,000 from Munis Project 2060023013 Lighting Replacement, \$29,812.60 from Munis Project 2060023019 Materials-Install, and \$24,500 from Munis Project 2060023019-2060045-Equipment.

Oversight/Project Responsibility:

Steven Stolte, E.I.T., Associate Engineer I

Attachments:

Resolution

CO3

CO3 Recommendation from Peak

CITY OF CASPER
CHANGE ORDER

NO. Three (3)

PROJECT: Cell 5 Construction; Earthworks, Project No. 21-012

DATE OF ISSUANCE: April 16, 2023

OWNER: City of Casper, Wyoming

CONTRACTOR: Melgaard Construction Co., Inc.

ENGINEER: Golder Associates

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

Due to adverse weather, the liner product could not be installed in the time outlined in the project. A Cost of \$160,000 was provided to de-mob and re-mobilize to the job site in early April with the spring start-up date of April 26, 2023, the date that Northwest Linings is scheduled to mobilize to the site.

As part of this change order, the completion date required for leachate structure for Cell 5 to be completed by May 12th with all rights associated with Substantial Completion.

Attachments: Memo & Contractor's Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>2,577,515.00</u>	Original Contract Time: (days or date) <u>Partial completion: October 10, 2022</u> <u>Substantial completion: December 22, 2022</u> <u>Final Completion: January 9, 2023</u>
Previous Change Orders No. <u>1</u> to <u>2</u> \$ <u>54,812.60</u>	Net change from previous Change Orders (days): <u>-- 14 --</u>
Contract Price prior to this Change Order: \$ <u>2,632,327.60</u>	Contract Time Prior to this Change Order: (date) <u>Partial Completion: October 24, 2022</u> <u>Substantial completion: January 5, 2023</u> <u>Final completion: January 23, 2023</u>
Net Increase of this Change Order: \$ <u>160,000.00</u>	Net Increase of this Change Order: (days) <u>-- 183 --</u>
Contract Price with all approved Change Orders: \$ <u>2,792,327.60</u>	Contract Time with all approved Change Orders:(date) <u>Partial completion: October 24, 2022</u> <u>Substantial completion: July 7, 2023</u> <u>Final completion: July 25, 2023</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

BY: 

BY: _____

Contractor

Engineer

Owner



**Casper Regional Landfill Cell 5 Construction, Earthwork
Melgaard Construction Co., Inc.
Change Order No. 3: Winter Shutdown
May 5, 2023**

1 Overview

The Project is the construction of Cell 5 of the Casper Regional Landfill located in Casper, Wyoming. The City has entered into two separate contracts for portions of the work: Earthwork is one contract and Geosynthetics procurement and installation is the other contract. The Winter Shutdown of the project has occurred prior to this date and both contractors are on site at this time and proceeding with their work. The liner materials of the Geosynthetics Contractor have been delivered to the site and un-loaded by Melgaard Construction as required by the specifications.

2 Summary

This narrative summarizes the effects of the negotiations among the parties and the good faith extended by all parties in order to finalize this matter in the best interest of the project. It does not reflect any consideration of previously submitted proposals in response to the matters at hand at the time of those particular proposals. It does reflect the total value which is acceptable to Melgaard to resolve the matter of the shutdown.

Follows are descriptions of the various items previously proposed as the effects of the winter shutdown. The values of each of these items represent the compensation for each item, which, when summed, represent the agreed upon total of this Change Order.

3 De-mob scrapers

At the onset of the winter shutdown Melgaard Construction demobilized the entirety of the equipment on site so as to mitigate any stand-by charges which would have accrued over the course of the winter. The three scrapers will provide support for the cushion overlay operation by providing the cushion material from stockpile. This cost represents the second de-mob of the equipment.

The cost to de-mob three scrapers from the site is \$ 16,844.

4 Re-mob scrapers

At the onset of the winter shutdown Melgaard Construction demobilized the entirety of the equipment on site so as to mitigate any stand-by charges which would have accrued over the course of the winter. The three scrapers will provide support for the cushion overlay operation by providing the cushion material from stockpile.

The cost to re-mob three scrapers from the site is \$ 16,844.

5 De-mob balance of fleet

At the onset of the winter shutdown Melgaard Construction demobilized the entirety of the equipment on site so as to mitigate any stand-by charges which would have accrued over the course of the winter. The balance of fleet will place the granular cushion overlay operation by providing the cushion material from stockpile. This cost represents the second de-mob of the equipment.

The cost to de-mob the balance of the fleet is \$ 19,895.

6 Re-mob balance of fleet

At the onset of the winter shutdown Melgaard Construction demobilized the entirety of the equipment on site so as to mitigate any stand-by charges which would have accrued over the course of the winter. The balance of fleet will place the granular cushion overlay operation by providing the cushion material from stockpile.

The cost to re-mob the balance of the fleet on site is \$ 19,895.

7 Equipment escalation

This item was removed from the previous itemized request to contribute to the negotiation of final change order amount.

8 Labor escalation

Labor and its availability form a very concerning circumstance in the operation of all businesses. This is at least a two-fold matter and is a direct result of the ongoing labor issues which are industry-wide and has occurred on the project. There exists a need to compensate the core employment group already on the project more in line with their commitment to the project and the general labor market and also to establish a market based general employment rate which will enable the company to maintain a competitive posture with regards to current employee retention and new employee attraction overall and on the project. The estimated cost of the escalation is based upon the employment requirements now in place on the project and that intended for the balance of the work to be completed on the project.

The consideration for this item in the negotiation of the Change Order is \$ 33,628.

9 Extended general conditions

The project was contracted to be complete in 2022. Circumstances precluded this completion. It is expected that the work of the project will extend beyond the original contract time. There also is no question that additional time has lapsed at this time. The value of the extended time and additional lapsed time is evaluated in this item. There is also the opportunity cost of the lost use of the equipment and manpower on other projects.

The consideration for this item in the negotiation of the Change Order is \$ 35,277.

10 Cost of money

This item was removed from the previous itemized request to contribute to the negotiation of final change order among.

11 Bond

It is customary in the construction and surety industries for the bonding company to audit the contract at the end of the project and re-calculate the bond premium for the final bond amount. The bond rate for a project of this dollar value and type is 1%. The actual calculation for the bond fee is based upon 1.01% as the bonding company will charge "bond on bond" or the total contract amount including the bond premium.

The added cost of the bond premium for the addition of Change Order No. 3 to the Contract amount is \$ 1,616.

**Casper Regional Landfill Cell 5 Winter Shutdown
Melgaard Construction Co., Inc.
Summary of Change Order No. 3
May 4, 2023**

Item Description	Final Change Order
De-mob scrapers - Earthwork	\$ 16,844.00
Re-mob scrapers- Earthwork	\$ 16,844.00
De-mob balance of fleet - Grading	\$ 19,895.00
Re-mob balance of fleet - Grading	\$ 19,895.00
Equipment Escalation	\$ -
Labor Escalation	\$ 33,628.00
Extended General Conditions (Includes extended supervisionw/pick-up and crew per diem.	\$ 35,277.00
Extended SWWPP	\$ 16,000.00
Cost of Money	\$ -
Project Totals	\$ 158,383.00
Bond Cost on Change Order	\$ 1,616.00
Total Amount This Change Order	\$ 160,000.00



Geotechnical and Geosynthetics Consulting and CQA

April 27, 2023

Steven Stolte, E.I.T.
Associate Engineer I
City of Casper
200 N. David St.
Casper, WY 82601

Re: Casper Regional Landfill Cell 5 Construction, Earthwork – Change Order Three – Winter Weather

Mr. Stolte:

We are issuing this letter to recommend executing change order three with Melgaard Construction, Inc. (Melgaard) in the amount of one hundred sixty thousand dollars (\$160,000.00) and an additional 183 days added to the contract time.

Melgaard was contracted to construct the new landfill cell at the Casper Regional Landfill. The manufacturer of the landfill cell liner material was not able to meet production required for installation in the fall of 2022. Melgaard agreed to stop work and close the project for the winter months with an agreement to start the project up in April of 2023. Melgaard Construction proposed a cost of \$160,000 to close the project and de-mobilize from the job site in the winter of 2022 and re-mobilize back to the job-site in April of 2023 to continue the project. The spring start-up of April 26th 2023 is 183 calendar days, moving the substantial completion to July 7, 2023.

We recommend the execution of change order three with Melgaard Construction, Inc.

Please let us know if you have any questions.

Thanks

A handwritten signature in black ink, appearing to read "Jason Knopp", with a stylized flourish at the end.

Jason Knopp, P.E.
Peak GeoSolutions

Cc: Cindie Langston, City of Casper
Alex Sveda, City of Casper
Bill Hensley, Peak GeoSolutions

RESOLUTION NO. 23-96

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH MELGAARD CONSTRUCTION, INC., FOR \$160,000 AND A TIME EXTENSION FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, PROJECT NO. 21-012.

WHEREAS, the City of Casper desires Change Order No. 3, for an additional Costs to the Contract and to change the completion deadlines result of a winter shutdown for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012; and,

WHEREAS, Melgaard, Inc., is able and willing to provide those services specified as Change Order No. 3 to the agreement for an additional \$160,000 and for a time extension of One Hundred Eighty-Three (183) calendar days as a result of a winter shutdown for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 3 to the agreement with Melgaard, Inc., for an additional \$160,000 and for a time extension of One Hundred Eighty-Three (183) calendar days as a result of a winter shutdown for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a additional total Change Order No. 3 amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000), for a total price not to Two Million Seven Hundred Ninety-Two Thousand Three Hundred Twenty-Seven and 00/100 Dollars (\$2,792,327.60).

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

APPROVED AS TO FORM:

(Casper Regional Landfill Cell 5 Construction, Project No. 21-012)


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 1, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 3 with Crown Construction, LLC, for the Highland Park 96" Storm Sewer Replacement, Project No. 21-069.

Meeting Type & Date
Regular Council Meeting
May 16, 2023

Action type
Resolution

Recommendation

That Council, by Resolution, authorize Change Order No. 3 with Crown Construction, LLC for a price increase of \$18,385, for the Highland Park 96" Storm Sewer Replacement, Project No. 21-069.

Summary

The City of Casper entered into a contract with Crown Construction, LLC, in June 2022 for the Highland Park 96" Storm Sewer Replacement Project. The project included 630 linear feet of 54" high density poly-ethylene (HDPE) slip-lining. This method was intended to provide the least disruption to businesses, reduce the need for asphalt replacement in the parking lots, and still provide hydraulic flow conditions to meet the needs of the pipe system. Miscellaneous nearby sanitary sewer repairs are also included in the project scope using a separate funding source. Construction of the improvements was to be substantially complete by October 28, 2022.

Change Order No. 1 was executed for pipe supply issues (time extension only), and Change Order No. 2 was executed for a significant scope change due to the existing pipe found to be severely corroded during construction, which could not sustain HDPE slip-lining and structural loads. The pipe had to be replaced by a standard open-cut, dig and replace method.

Change Order No. 3 is a final change order with all completed quantity variations. Due to very poor soil conditions, the open-cut trench width could not be held to ten feet (10') in width as was originally planned. The trench width averaged nearly fourteen feet (14') in width, which resulted in an overrun of \$9,435 for imported backfill material volume, and \$8,950 for asphalt patching area. No change of deadlines is required for Change Order No. 3.

The City's Engineering Division has reviewed Change Order No. 3 from Crown Construction, LLC, and recommends approval.

Financial Considerations

Funding for the project is from Optional One Percent #16 Funds for Storm Sewer in the amount of \$427,500 and from Sewer Fund Reserves for FY22 Miscellaneous Sewer Main Replacement in the amount of \$16,500 for a total of \$444,000. Change Orders No. 1 and No. 2 reduced the available contingency funds to \$2,208.75. The remaining contingency funds will be exhausted, and the additional \$16,176.25 will be from remaining One Percent #16 Funds from the 2022 12th Street Improvements Project.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Change Order No. 3 Form
Contractor's Change Order Proposal
Resolution

CITY OF CASPER
CHANGE ORDER

NO. Three (3)

PROJECT: Highland Park 96" Storm Sewer Replacement
Project No. 21-069

DATE OF ISSUANCE: May 1, 2023

OWNER: City of Casper, Wyoming

CONTRACTOR: Crown Construction, LLC

ENGINEER: City of Casper

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

Description: Price increase due to soil and asphalt conditions and their effect on trench width.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>427,993.75</u>	Original Contract Time: (days or date) <u>Substantial completion: October 28, 2022</u> <u>Final completion: November 11, 2022</u>
Previous Change Orders No. <u>1</u> to <u>1</u> \$ <u>13,797.50</u>	Net change from previous Change Orders (days): <u>-- 94 (Substantial) and 201 (Final) --</u>
Contract Price prior to this Change Order: \$ <u>441,791.25</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: December 31, 2022</u> <u>Final completion: May 31, 2023</u>
Net Increase/ Decrease of this Change Order: \$ <u>18,385.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 0 (Substantial) and 0 (Final) --</u>
Contract Price with all approved Change Orders: \$ <u>460,176.25</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: January 30, 2023</u> <u>Final completion: May 31, 2023</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

Contractor

BY: 

Engineer

BY: _____

Owner

FINAL QUANTITY VARIATIONS - OVERRUNS & UNDERRUNS

Highland Park 96" Storm Sewer Replacement - 12th St. to Farnum Ave.
Project No. 21-069

Item	Bid Item Description	Units	Quantity	Contract Amounts		Actual Amounts	
				Unit Price	Extension	Quantity	Extension
1-A	Mobilization	LS	1	\$24,418.75	\$24,418.75	1	\$24,418.75
2-A	F&I Temporary Traffic Control	LS	1	\$18,000.00	\$18,000.00	1	\$18,000.00
3-A	Remove & Dispose of 96"x60" CMP Storm Sewer	LF	355	\$25.00	\$8,875.00	355	\$8,875.00
4-A	R&R Asphalt Patch Section (4" Asphalt / 8" Base)	SY	400	\$50.00	\$20,000.00	579	\$28,950.00
5-A	Resident Communication Plan	LS	0	\$2,000.00	\$0.00	0	\$0.00
6-A	F&I 54" HDPE Storm Sewer (Dig Method)	LF	387	\$836.50	\$323,725.50	387	\$323,725.50
7-A	F&I Concrete Bulk-Heads at Pit Sections	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00
8-A	F&I Imported Select Backfill	CY	656	\$37.00	\$24,272.00	911	\$33,707.00
9-A	F&I Separation/Stabilization Fabric (RS 380i)	SY	0	\$15.00	\$0.00	0	\$0.00
10-A	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	0	\$600.00	\$0.00	0	\$0.00
BID SCHEDULE A - SUBTOTAL					\$425,291.25		\$443,676.25
1-B	R&R Sanitary Sewer Manhole ED-0925 (4'Dia. x 11.4'Deep)	LS	1	\$7,500.00	\$7,500.00	1	\$7,500.00
2-B	F&I 12" Sanitary Sewer Point Repair (15'Long x 10.5'Deep)	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00
3-B	F&I 12" Sanitary Sewer Point Repair (15'Long x 9'Deep)	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00
4-B	Restore or Preserve Existing Park Surfacing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00
BID SCHEDULE B - SUBTOTAL					\$16,500.00		\$16,500.00
TOTAL BASE BID (SUM OF A + B)					\$441,791.25		\$460,176.25

*NOTE: Item 6-A was originally "F&I 54" HDPE Slip-Line Storm Sewer (or Equal)" but pipe condition required dig/replace (unit price revised).

RESOLUTION NO. 23-97

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR A PRICE INCREASE OF \$18,385.00 FOR THE HIGHLAND PARK 96-INCH STORM SEWER REPLACEMENT, PROJECT NO. 21-069.

WHEREAS, the City of Casper desires to change the scope of work and related compensation for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as Change Order No. 3 to the Agreement for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069, and further described therein.

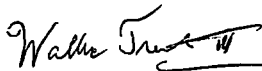
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 3 to the Agreement with Crown Construction, LLC, for a price increase of Eighteen Thousand Three Hundred Eighty-Five and 00/100 Dollars (\$18,385.00) for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Change Order No. 3 amount not to exceed Eighteen Thousand Three Hundred Eighty-Five and 00/100 Dollars (\$18,385.00), for a total price not to exceed Four Hundred Sixty Thousand One Hundred Seventy-Six and 25/100 Dollars (\$460,176.25).

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

APPROVED AS TO FORM:

(Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

April 17, 2023

MEMO TO: J. Carter Napier City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Zulima Lopez, Parks, Recreation, and Public Facilities Director
Alex Sveda, P.E., City Engineer
Andrew Colling, Engineering Tech

SUBJECT: Authorizing Amendment #1 with Equalized Productions, LLC, for a price increase of \$6,800.00 for the Ford Wyoming Center Sound System Replacement, Project No. 22-052.

Meeting Type & Date:

Regular Council Meeting
May 16, 2023

Action Type:

Resolution

Recommendation:

That Council by resolution, authorize Amendment #1 with Equalized Productions, LLC, for a contract price increase of \$6,800.00, for the Ford Wyoming Center Sound System Replacement, Project No. 22-052.

Summary:

Equalized Productions, LLC, is under contract with the City of Casper for the Ford Wyoming Center Sound System Replacement Project. The project includes the design, furnishing, and installation of a sound system to include new speakers, amplifiers, and processor at the Ford Wyoming Center.

When the contractor began installing new conduit and power supply cables, it was recommended that the existing electrical system be upsized to provide additional power in the AV booth for the current upgrades and any future improvements to the audio system. The system will be fed from a new isolated transformer to allow for power that is not shared by any other sources such, as mechanical or lighting systems.

The completion date for the project is May 15, 2023.

Amendment #1
Equalized Productions, LLC
Ford Wyoming Center Sound System Replacement
Project No. 22-052

Financial Considerations:

Funding for this Contract Amendment will be from from OVG360 Capital Improvement contributions. With Amendment No.1, remaining project funds for the project will be \$10,424.76.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Amendment No. 1

Price Quote

Amendment #1
Equalized Productions, LLC
Ford Wyoming Center Sound System Replacement
Project No. 22-052

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment No. 1 to the Contract for Professional Services (“Amendment No. 1”) is entered into on this _____ day of April, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Equalized Productions, LLC, 5529 Gray Street, Arvada, Colorado 80002.

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

RECITALS

A. On December 20, 2022, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the Ford Wyoming Center Sound System Replacement.

B. The project requires professional services for the design and construction services.

C. During construction, the contractor determined that the new sound system would be best served now and in the future by upgrading the electrical system and its components. These changes were not incorporated into the original construction plans.

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 SCOPE OF SERVICES.

SCOPE OF SERVICES which begins with “the Contractor shall” is amended to add the following paragraph after paragraph two:

The Contractor shall perform the additional following services in connection with and respecting the project: See “Exhibit B”, “Change Order 001”, attached hereto and made a part of this Amendment No. 1.

3. AMENDMENT TO PART 1 – SECTION 3 – COMPENSATION.

COMPENSATION, which begins with “In consideration of” is amended to include the following:

The Contractor shall be compensated for additional services, in an amount not to exceed Six Thousand Eight Hundred and 00/100 Dollars (\$6,800). The total revised contract price will be Two Hundred Eighty-Four Thousand Ninety-Five and 24/100 Dollars (\$284,095.24).

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

WITNESS

CONTRACTOR
Equalized Productions, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Equalized Productions, LLC

PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 dkistler@equalizedproductions.com



Estimate

ADDRESS

Ford Wyoming Center
 1 Events Dr
 Casper, WY 82601 USA

SHIP TO

Ford Wyoming Center
 1 Events Dr
 Casper, WY 82601 USA

ESTIMATE # 2575**DATE 04/13/2023****EXPIRATION DATE 04/17/2023****PROJECT**

#22-052 - Change Order 001

ACTIVITY	QTY	RATE	AMOUNT
PROJECT #22-052 PROPOSED CHANGE ORDER			
Sales	1	6,800.00	6,800.00
Upgrade transformer, feeder, and panel to include:			
**1x 480V, 45kVA transformer in mechanical room near existing 480V panel.			
**1x 208V three phase panel in mechanical room near new step-down transformer			
**1x 150amp 120/208V three phase elec panel in AV booth			
**1x feeder conduit from 208V panel to 120/208V panel in AV booth			
**Move existing Furman sequencer power source to new panel in AV Booth			
EC recommends upsizing the transformer, feeder panel, feeder, and 120/208 panel to provide 100% power demand for existing and new sound system components. This will also allow for some additional 20A power circuits for future AVL expansion needs.			

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

TOTAL**\$6,800.00**

Thank you!

Equalized Productions
 (720) 639-6571 - Main

Accepted By

Accepted Date

RESOLUTION NO. 23-98

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH EQUALIZED PRODUCTIONS, LLC, FOR THE FORD WYOMING CENTER SOUND SYSTEM REPLACEMENT, PROJECT NO. 22-52.

WHEREAS, Equalized Productions, LLC, under a contract for professional services dated December 20, 2022, is providing design and construction services for the Ford Wyoming Center Sound System Replacement, Project No. 22-052; and,

WHEREAS, additional equipment and installation services are needed to upgrade the electrical system as part of the project and,

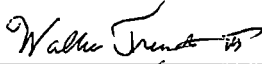
WHEREAS, Equalized Productions, LLC, is able and willing to provide the services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Equalized Productions, LLC, for additional services in the amount of Six Thousand Eight Hundred Dollars (\$6,800).

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 contract, equal to an additional amount not to exceed Six Thousand Eight Hundred Dollars (\$6,800), for a total contract amount of Two Hundred Eighty-Four Thousand Ninety-Five and 24/100 Dollars (\$284,095.24).

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

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 2, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer 
Zulima Lopez, Parks, Recreation & Public Facilities Director
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Wind River Environmental Solutions, LLC, in the Amount of \$42,919.00, for the City Hall Project S.A.F.E. Asbestos Abatement, Project No. 22-010.

Meeting Type & Date
Regular Council Meeting
May 16, 2023

Action Type
Resolution

Recommendation
That Council, by Resolution, authorize an Agreement with Wind River Environmental Solutions, LLC, for construction of the City Hall Project S.A.F.E. Asbestos Abatement, Project No. 22-010, for the base bid amount of \$3,000.00, and two alternate bids in the amount of \$39,919.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$2,081.00, for a total project amount of \$45,000.00.

Summary
On May 2, 2023, bids were received from three (3) contractors for construction of the City Hall Project S.A.F.E. Asbestos Abatement Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Wind River Environmental Solutions	Lander, Wyoming	\$ 3,000.00
Safetech	Billings, Montana	\$17,900.00
Horsley Specialties	Rapid City, South Dakota	\$20,200.00

The estimate for the Base Bid portion of the project was \$15,000, prepared by the City's architect, State Line No. 7 Architects.

There were also two (2) add alternates included in the bid package. Alternate #1 includes abatement in the Council Chambers, and Alternate #2 includes abatement in the small Council Break Room.

The ADD ALTERNATE bid amounts were as follows:

<u>CONTRACTOR</u>	<u>ALTERNATE #1</u>	<u>ALTERNATE #2</u>
Wind River Environmental Solutions	\$39,000.00	\$ 919.00
Safetech	\$ 9,950.00	\$ 2,800.00
Horsley Specialties	\$35,400.00	\$16,400.00

The estimate for Add Alternate #1 was \$29,000, and the estimate for Add Alternate #2 was \$1,000, prepared by the City's architect, State Line No. 7 Architects.

The City of Casper's "Standard Instructions to Bidders" states that bid awards are based on the Base Bid amount as follows:

- 19.6 If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be determined based upon an evaluation of the Total Base Bid. The City reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.

If the low bid is to be awarded in any other manner, applicable laws must be consulted and the above paragraphs must be modified.

Casper's City Hall was built in 1978 to serve as the primary facility for citizens to communicate with City officials and conduct City business. The building remains the cornerstone of City business and needs significant improvements. A holistic approach has been taken to determine improvements needed for City Hall's safety/security, aesthetics, functionality, and efficiency (S.A.F.E.)

On May 2, 2023, a contract was awarded to Caspar Building Systems as the general contractor for the building remodel. In conjunction with that project, the asbestos abatement work in these current bids is required to allow the safe demolition and remodel of the building.

State Line No. 7 Architects has reviewed the bids and the qualifications of Wind River Environmental Solutions and recommends awarding a contract to Wind River Environmental Solutions for the base bid amount and both alternates.

Financial Considerations

Funding for the project will be from excess One Cent #16 funds.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

Consultant's Award Recommendation

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wind River Environmental Solutions, LLC, 38 O'Brien Road, Lander, Wyoming, 82520, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct site work and security improvements at Casper City Hall and,

WHEREAS, Wind River Environmental Solutions, LLC, is able and willing to provide those services specified as the Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project No. 22-010.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project No. 22-010.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper's consultants, Trihydro Corporation, 707 West First Street, Casper, Wyoming; and Stateline No. 7 Architects, 444 South Center Street, Casper, Wyoming, who are hereinafter referred to as the "Architect" or "Engineer" and who is to act as Owner's representatives, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or 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 30, 2024, and completed and ready for final payment in accordance with Article 14 of the General Conditions by July 15, 2024.
- 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Wind River Environmental Solutions, LLC
Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project No. 22-010

SFA-1

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 Two Hundred Dollars (\$200.00) 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.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump Sum Contract, Owner shall pay Contractor in current funds a total contract price of Forty-Two Thousand Nine Hundred Nineteen and 00/100 Dollars (\$42,919.00) 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 price contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) 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 Architect and/or Engineer, shall be submitted to City Engineering Staff 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Progress payments will be made in an amount equal to ninety five percent (95%) of the Work completed, and ninety five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 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.

5.1.3 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 Article 14 of the General Conditions, Architect and/or 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 fifty thousand dollars (\$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 test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Architect and/or 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 test 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 Architect and/or 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-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Addenda No. <None>.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 Technical Specifications, consisting of seven (7) sections.
- 8.10 Special Provisions (none).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.

Wind River Environmental Solutions, LLC

Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project No. 22-010

SFA-4

8.17 Drawings: Casper City Hall Project S.A.F.E. Asbestos Abatement Package.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(this is space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project 22-010)

Wallie Tremel

DATED this _____ day of _____, 2023.

WITNESS:

CONTRACTOR:

Wind River Environmental Solutions, LLC
38 O'Brien Road
Lander, WY 82520

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Bruce Knell

Title: City Clerk

Title: Mayor

Wind River Environmental Solutions, LLC

Casper City Hall Project S.A.F.E. Asbestos Abatement Package, Project No. 22-010

SFA-6

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
Casper City Hall
Project S.A.F.E.
Asbestos Abatement Package
Project No. 22-010

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 30, 2024**, and completed and ready for final payment not later than **July 15, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for sixty (60) 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 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

- B Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
- C This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 3000
TOTAL BASE BID, IN WORDS: THREE THOUSAND DOLLARS.
TOTAL ADD ALTERNATE #1 COUNCIL CHAMBERS ABATEMENT, IN NUMERALS: \$ 39,000
TOTAL ADD ALTERNATE #1, IN WORDS: THIRTY NINE THOUSAND DOLLARS.
TOTAL ADD ALTERNATE #2 COUNCIL CHAMBERS BREAKROOM AND BATHROOM ABATEMENT, IN NUMERALS: \$ 919
TOTAL ADD ALTERNATE #2, IN WORDS: NINE HUNDRED NINETEEN DOLLARS DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.

C Copy of Certificate of Residency, if bidding as a resident

9 Communications concerning this Bid shall be addressed to

Address of Bidder

30 O'BRIEN RD
LANDER VT 92520

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 5/2, 2023.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____
A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____


Phone Number: _____

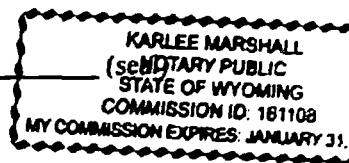
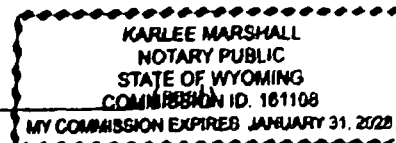
BF-3

A CORPORATION OR LIMITED LIABILITY COMPANY

By Wind River Environmental Solutions
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By  owner 4/24/23
(Title)



(Seal)

Attest: Karlee Marshall - Notary exp: January 31, 2022

Business Address: 194 N 7th St
Lander, WY
82320

Phone Number: 307-332-7610

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.)

BF-4



May 10, 2023

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

Re: Post-Bid Recommendation for project #20-010 Casper City Hall Project S.A.F.E. Asbestos Abatement Package

Dear Scott:

The Casper City Hall Project S.A.F.E. Asbestos Abatement package re-bid on May 2nd, 2023. Three environmental contractor bids were received, an amount indicating a healthy and competitive bid climate.

The apparent low bidder was Wind River Environmental of Lander, Wyoming, who bid as a resident Wyoming bidder. The low base bid amount was \$14,900.00 lower than the next low bidder, and in my follow up with Wind River Environmental in the days after the bid, they confirmed that they were comfortable with their bid number and no mistakes that would warrant a withdrawal of their bid.

Wind River Environmental is a relatively new company that started operations in 2020 and neither my environmental consultant nor I had previous project experience to rely upon for verification of their reputation. We did consult the Wyoming DEQ website to verify that there were no registered complaints against the company and we also contacted three references provided by Wind River Environmental from recent past project experience and all provided positive comments about their experience with the company on abatement projects.

The total bid amount (base bid, alternate #1 and alternate #2 combined) was \$ 42,919.00 which is lower than the project estimate of \$ 46,000.00 (by less than 7%) and considered acceptable as these "small" projects bids can sometimes vary quite widely.

With the recent acceptance by the Casper City Council to move forward with the separate Casper City Hall Project S.A.F.E. Building Remodel, it is advisable to also accept this bid as this project is a necessary part of the overall project and was only bid separately to save additional mark-up costs.

I am pleased to recommend that you award the Casper City Hall Project S.A.F.E. Asbestos Abatement project to the low bid contractor, Wind River Environmental, and recommend entering into a contract to begin construction/abatement based on this favorable bid, acceptable contractor, and the ability to still meet the overall requirements of Casper City Hall Project S.A.F.E.

Respectfully,

A handwritten signature in black ink, appearing to read "Lyle Murtha".

Lyle Murtha, AIA
President
Stateline No. 7 Architects



RESOLUTION NO. 23-99

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

WHEREAS, the City of Casper desires to accomplish asbestos abatement in the existing City Hall at 200 N. David Street; and,

WHEREAS, Wind River Environmental Solutions, LLC, is able and willing to provide those services specified as the City Hall Project S.A.F.E. Asbestos Abatement, Project 22-010; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Two Thousand Dollars (\$2,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wind River Environmental Solutions, LLC, for those services, in the amount of Forty-Two Thousand Nine Hundred Nineteen and 00/100 Dollars (\$42,919.00).

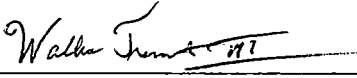
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Two Thousand Dollars (\$2,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Forty-Two Thousand Nine Hundred Nineteen and 00/100 Dollars (\$42,919.00), and Two Thousand Eighty-One and 00/100 Dollars (\$2,081.00) for a construction contingency account, for a total price of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

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

APPROVED AS TO FORM:

(City Hall Project S.A.F.E. Asbestos Abatement, Project No. 20-010)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

April 26, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer

SUBJECT: Accepting a Right-of-Way Easement from Benjamin Hansuld as part of the Eagle Valley Phase 2 Subdivision.

Meeting Type & Date:
Regular Council Meeting
May 16, 2023

Action Type:
Resolution

Recommendation:
That Council, by Resolution, accept a right-of-way easement from the Benjamin Hansuld, as part of the Eagle Valley Phase 2 Subdivision.

Summary:
Phase 2 of the Eagle Valley Subdivision is currently under construction. Phase I was completed in December 2022 and is currently under the 18-month warranty period. During construction of the planned 48" storm sewer pipe, the planned pipe alignment and inlet were adjusted to accommodate drainage from the south. The approximately 600 square foot right-of-way easement allows for direct drainage into the detention pond to the south.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, City Engineer

Attachments
Resolution
Easement (Exhibit "A" and Exhibit "B").

STORM SEWER AND RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Benjamin Hansuld, whose principal residence is located at 128 East 27th Street, Casper Wyoming 82601 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual storm sewer and right-of-way easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for storm sewer lines (herein referred to as "the Facilities") over, across and under the real property located within the City of Casper and County of Natrona, Wyoming, and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

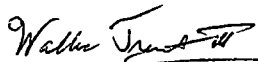
2. Grantee does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

4. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2023.

APPROVED AS TO FORM:



GRANTOR:

GRANTEE:

BENJAMIN HANSULD:

CITY OF CASPER:

By: *Ben Hansuld*
Name: Ben Hansuld
Title: Mr.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____ as the Mayor of the City of Casper.

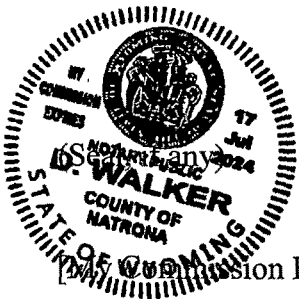
(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10 day of May, 2023, by Ben Hansuld as the Owner of Property.



D. Walker
(Signature of notarial officer)



EXHIBIT "A"
Benjamin Hansuld
Portion of SE1/4NW1/4, Section 21, T.33N., R.79W., Natrona County, Wyoming
30' X 20' STORM SEWER EASEMENT

A thirty-foot (30') by twenty-foot (20') parcel of land designated as a Storm Sewer Easement located within a portion of SE1/4NW1/4, Section 21, T.33N., R.79W., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof:

Commencing at the southeast corner Lot 9, Eagle Valley No. 2 subdivision to the City of Casper, monumented by an aluminum cap;

Thence N88°57'57"E, coincident with the southerly boundary of said Eagle Valley No. 2 subdivision and south line of Nicklaus Drive, a distance of 17.66 feet to the Point of Beginning;

Thence S01°02'03"E, a distance of 30.00 feet;

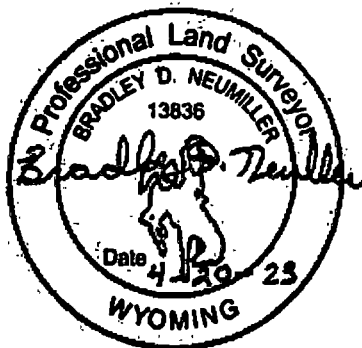
Thence N88°57'57"E, a distance of 20.00 feet;

Thence N01°02'03"W, a distance of 30.00 feet, to a point on the south line of said Nicklaus Drive;

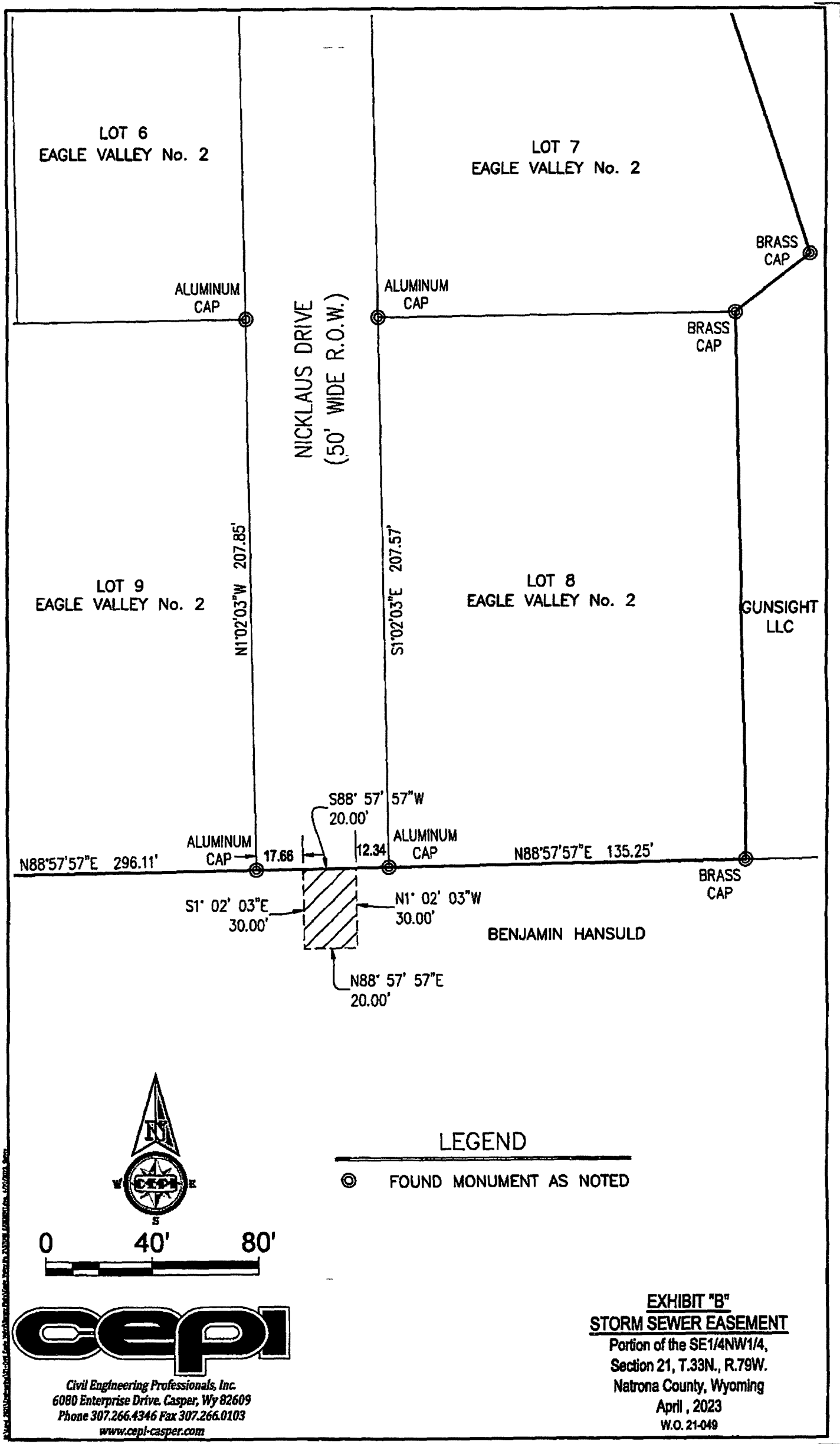
Thence S88°57'57"W, coincident with the south line of Nicklaus Drive, a distance of 20.00 feet to the Point of Beginning.

The above-described easement contains 0.01 acres (600.00 S.F.) more or less, and is subject to all rights-of-way and/or encumbrances, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in April, 2023, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



RESOLUTION NO. 23-100

A RESOLUTION ACCEPTING A STORM SEWER AND RIGHT-OF-WAY EASEMENT WITH BENJAMIN HANSULD FOR THE EAGLE VALLEY PHASE 2 SUBDIVISION.

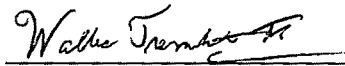
WHEREAS, the Developer, Benjamin Hansuld, has been permitted to install approximately 580-feet of 48-inch diameter storm water main as part of Eagle Valley Phase 2 Subdivision construction; and,

WHEREAS, accepting a Storm Sewer and Right-of-Way Easement from Benjamin Hansuld will allow a modified storm water alignment to accommodate drainage;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby and directed to accept and execute a Storm Sewer and Right-of-Way Easement for the Eagle Valley Phase 2 Subdivision.

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

APPROVED AS TO FORM:




ATTEST:


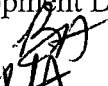

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Bruce Knell
Mayor

May 3, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Beth Andress, MPO Supervisor 
Renee Hardy, MPO Technician 

SUBJECT: Non-motorized Travel Counts Professional Services Contract with the Casper Area MPO in the amount of \$90,000.00

Meeting Type & Date:

Regular Council Meeting, May 16, 2023.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the Contract for Professional Services between Innovative Data Acquisitions LLC (“IDAX”) and the Casper Area MPO for the Non-motorized Travel Counts in an amount not to exceed \$90,000.00 over three (3) years.

The City is obligated to approve this contract as the MPO’s fiscal agent.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees.

The Casper Area MPO released a Request for Proposals (RFP) on September 30, 2022. Three (3) consulting firms responded with a proposal by the October 28, 2022, deadline. Upon review, MPO staff determined that only one firm, IDAX, met the requirements of the submission process, and the selection committee subsequently agreed to begin contract negotiations. The MPO expects the proposed counts to be completed by September 30 of each year.

Having non-motorized counts will allow the MPO to provide additional support for multimodal projects; support the goals outlined in the Long Range Transportation Plan: *Connecting Crossroads*, the Casper Area Bicycle and Pedestrian Plan, and the City of Casper Complete Streets Plan; and generate the ability to cross-reference counts with sidewalk gap locations, prioritize safety and facility condition concerns, and increase the efficacy of new infrastructure. Continuing

the contract over three years will allow for project-specific counts, analysis of seasonal changes in non-motorized traffic, the capture of more counts in a greater area of the transportation network, and timely response to the changing needs of our member entities.

Financial Considerations:

The proposed contract shall not exceed \$90,000. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$90,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project. This \$90,000 will be dispersed throughout a three (3) year period, with no more than \$30,000 to be dispersed in a single fiscal year.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract or Agreement") is entered into on this 10th day of MAY, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").

2. Innovative Data Acquisitions LLC, 1305 North 30th St., Renton, Washington, 98056 ("Consultant" or "IDAX")

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

RECITALS

- A. The City needs professional services for the FY 2023-2025 Non-Motorized Travel Counts, hereinafter referred to as the "Project".
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project, FY 2023-2025 Non-Motorized Travel Counts, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

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

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

2. TIME OF PERFORMANCE:

- A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.
- B. The Project shall consist of three (3) phases with each phase occurring on an annual basis in fiscal years 2023, 2024, and 2025.
- C. Each phase shall be completed before September 30th of each year.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials at in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Ninety Thousand Dollars (\$90,000.00) over a period of three years.

The cost of each project phase is broken down as outlined:

	Total Cost
Phase 1 – Year 2023	\$30,000
Phase 2 – Year 2024	\$30,000
Phase 3 – Year 2025	\$30,000

Consultant's hourly rate used as a basis for payment means salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

- B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed

under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

- C. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

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

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

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

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

APPROVED AS TO FORM:

William T. ...

ATTEST:

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

Fleur Tremel
City Clerk

Bruce Knell
Mayor

WITNESS:

IDAX, as Consultant:

By: WS

By: TS

Printed name: Garrett Strong

Printed name: TS Wethington

Title: Operations Manager

Title: Director of Business Development

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KK. Reserved for future use.

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

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

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

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

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

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

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

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

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

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

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

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Part III

FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

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

1. ACCESS TO RECORDS AND REPORTS

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

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

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

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

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. CIVIL RIGHTS LAWS AND REGULATIONS

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

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

5. ENERGY CONSERVATION

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

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

6. Disqualified from participation in any federally assisted Award.

7. LOBBYING RESTRICTIONS

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

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

9. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

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

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

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

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

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

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

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

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

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

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

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

11. SAFE OPERATION OF MOTOR VEHICLES

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

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

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

12. TERMINATION

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

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

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

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

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

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

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

13. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

14. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

15. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

16. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

17. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

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

EXHIBIT “A”

SCOPE OF SERVICES

The scope of work is to collect pedestrian, bicycle, scooter and any other micro mobility transportation methods that may be present. This includes intersections, sidewalks, trails or paths, and any other walkway the Casper Area Metropolitan Planning Organization (“MPO”) may deem necessary.

IDAX requests the minimum scope per deployment to meet or exceed 80 hours of collection and reduction. No site minimum is required, so the hours threshold may be spread across any number of locations. IDAX would also request at least a week’s notice in order to properly schedule and mobilize each deployment.

DELIVERABLES

Scooter, Bicycle, and Pedestrian Counts, along with any additional modes of travel will be broken out and reported bi-directionally in the direction of travel in a CSV. Metadata, such as date, and day of week will be provided. IDAX can also work with the MPO to construct any other deliverable they wish to receive. All deliverable costs are included in the hourly rate of collection.

KAPTURRIT

In efforts to increase organization and efficiencies, IDAX has created a mobile mapping application called Kapturrit. This application is extremely useful with organizing field sites, housing attributes related to each deployment (Inventory #, latitude/longitude of deployment, duration of count, any anomalies experienced in the field, etc..), as well as having the ability to provide real time progress reports during collection. IDAX will provide the City with an access link for each deployment so the City can watch as IDAX technicians proceed throughout the region for the duration of the project.

EXHIBIT “B”

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the FY 2023-2025 Non-Motorized Travel Counts; and,

WHEREAS, on January 30, 2023 the Consultant Selection Committee approved the hiring of Innovative Data Acquisitions LLC, 1305 North 30th St., Renton, WAS, 98056, to complete the FY 2023-2025 Non-Motorized Travel Counts; and,

WHEREAS, IDAX is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with IDAX to complete the FY 2023-2025 Non-Motorized Travel Counts in accordance with the Agreement, for an amount not to exceed Ninety Thousand Dollars (\$90,000.00).

PASSED AND APPROVED THIS __ day of _____, 2023.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
Chairwoman

EXHIBIT “C”

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this IDAX, for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

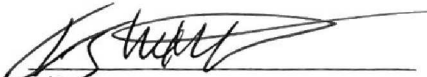
CERTIFICATION OF CONSULTANT

I hereby certify that I, TS Wehlich, am the Director of Business Development of and duly authorized representative of the firm of IDAX; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

5/10/23
Date


Signature

TS Wehlich
Printed Name

Director of Business Development
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Bruce Knell
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Colorado) ss

COUNTY OF Jefferson) ss

I, TS Wethington, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]

Director of Business Development
Title

Subscribed in my presence and sworn to before me this 10th day of May, 2023, by:
Timothy Wethington

[Signature]

Notary Public

11/22/23
My Commission Expires

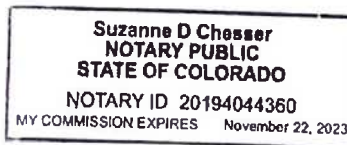


EXHIBIT “G”

FEE SCHEDULE

Pedestrians, Bicycles, Scooters, & Others

- Video will always be made available to the MPO for no additional cost
- All costs associated with travel, management, collection, data processing, and delivery are included in the rate below

Study Type	Hours	Unit	Cost	Total Cost
Pedestrian, Bicycle, Scooter Collection	80	HR	\$75.00	\$6,000.00
MINIMUM PER DEPLOYMENT				\$6,000.00

RESOLUTION NO. 23-101

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND INNOVATIVE
DATA ACQUISITIONS LLC (“IDAX”) FOR NON-
MOTORIZED TRAVEL COUNTS.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the “CATPP”) acts as the Metropolitan Planning Organization (hereinafter referred to as the “MPO”) for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP’s Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 16, 2022, for Non-motorized Travel Counts, not to exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00); and,

WHEREAS, the MPO released a request for proposals for consulting groups that specialize in non-motorized travel counts on September 30, 2022; and,

WHEREAS, the Project Selection Committee selected IDAX, to complete the 2023-2025 Non-motorized Travel Counts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and IDAX on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) for Non-motorized Travel Counts.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 11, 2023

MEMO TO: Carter Napier, City Manager *cn*
FROM: Tracey L. Belser, Support Services Director *tlb*
SUBJECT: Authorization to Adopt the Collective Bargaining Agreement (CBA) for July 1, 2023 - June 30, 2024, between the City of Casper and the Fire Fighters' Local Union 904, I.A.F.F., AFL-CIO.

Meeting Type & Date

City Council Meeting
May 16, 2023

Action type

Resolution

Recommendation

That Council, by resolution, adopt the CBA for July 1, 2023 – June 30, 2024, between the City of Casper and the Fire Fighters' Local Union 904, I.A.F.F., AFL-CIO (Fire Fighters' Local Union 904).

Summary

Wyoming State Statute § 27-10-102 grants the fire fighters in any city, town, or county the right to collective bargaining and representation by a bargaining agent (union). There were very few negotiated topics with the mutual understanding that under the Rights of Management, and work that was completed regarding staffing needs as an interim topic, that six (6) new positions have been proposed with the City of Casper's Fiscal Year 2024 budget.

The CBA proposed for adoption by Resolution includes the City's Drug and Alcohol Policy and added language for the mental and behavioral health allowance of \$1,000 per member per fiscal year to include holistic health services upon referral. All other changes were simple wording clarifications agreed upon by both parties.

Financial Considerations

Financial impacts are contained in the Fire-EMS department operational budget for FY24.

Oversight/Project Responsibility

Jacob Black, Fire-EMS Chief
Tracey Belser, Support Services Director
Jill Johnson, Financial Services Director

Attachments

Resolution
Collective Bargaining Agreement for July 1, 2023 – June 30, 2024

COLLECTIVE BARGAINING AGREEMENT (CBA)

Between the

CITY OF CASPER

and the

FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2023-2024

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ARTICLE I

RECOGNITION

Section 1 - Recognition.

- A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees, hereinafter referred to as "employee or "employees" of the Fire-EMS Department (the "Department"), other than those excluded in this Collective Bargaining Agreement (the "Agreement"), for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Fire-EMS Chief and the Deputy Chiefs to be a part of Management. Management employees are not subject to the provisions of this union Agreement and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

- B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.
- C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

Section 2 - General.

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

Section 3 - Non-Discrimination.

Basis: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older), or genetic information (including family medical history).

Union Activity: Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as provided for in the Constitution and By-Laws of International Association of Fire Fighters (I.A.F.F.) Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE II

DISPUTE RESOLUTION

Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the Agreement provision violated, and a description of the restitution desired to the Fire-EMS Chief. In the case of City grievances against the Union, the Fire-EMS Chief shall present the same to the Union President.

Within ten (10) calendar days, the Fire-EMS Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire-EMS Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Fire-EMS Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed that the City or the employees shall not enter into any court action or file any claim for any alleged grievance or violation of this Agreement until the provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and employees agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire-EMS Department which are appropriate for hearing and decision by the Civil Service Commission.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 - Rights of Management.

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign employees to other duties within the Fire-EMS Department when their apparatus is out of service.
5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any employee.

6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.
7. The determination of the safety, health, and property-protection measures provided by the Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of employees to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to employees within the Fire-EMS Department.
10. The determination of policy affecting selection or training of employees. The Union shall be informed, in writing, of any changes in policy prior to implementation of policy, unless such policy is placed in effect to immediately protect employees or City assets from injury, harm, or damage. Every effort shall be made to disseminate such a policy in an expedited manner to employees without delay.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of employees within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of employees from one station to another.

19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such programs may involve the payment of extra compensation to employees working out-of-class. Re-assignment of any employee, not related to disciplinary action, shall not result in demotion. This provision is not applicable to Article IV, Section 23 - Acting Pay.
20. Every effort will be made to maintain a platoon staffing level of at least eighteen (18) personnel. The platoon staffing assignments will normally be as follows:
 - (3) Personnel on Engine 1
 - (3) Personnel on Engine 2
 - (3) Personnel on Engine 3
 - (3) Personnel on Engine 5
 - (3) Personnel on Engine 6
 - (1) Personnel on Rescue 1
 - (1) Personnel on Truck 1
 - (1) Personnel on Fire 1
 - (18) Platoon Personnel

The minimum staffing level will be maintained unless the City of Casper's budget declines to extreme financial circumstances. Extreme financial circumstances shall be defined by current receipts generated from State general sales tax, property tax, direct distribution payments, mineral tax, and severance tax which, for three consecutive months, are below 67% the monthly average of General Fund operating expenses (excludes capital expenditures and transfers) as determined from the most recent completed annual City of Casper financial audit.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire-EMS Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this Agreement for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion

of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the fairest evaluation and techniques practicable. Fire-EMS Department supervisors shall be responsible for evaluating individuals as fairly as practicable.

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulation not specifically addressed in this Agreement but outlined in the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming and the City of Casper Personnel Rules and Regulations, as from time to time amended, shall apply to the employees.

In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire-EMS Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

ARTICLE IV

UNION RIGHTS, RESPONSIBILITIES AND BENEFITS

Section 1 - Responsibility.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disapproval of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

Section 3 - Wage Schedule.

- A. Effective the first pay cycle of January 2023, employees will be paid according to the following:

Grade	Position	Step	Platoon Hourly Rate	Days Hourly Rate
FB12	Fire Trainee (NE)	1	\$19.24	\$27.01
FB15	Firefighter (NE)	1	\$20.40	\$28.63
		2	\$21.41	\$30.07
		3	\$22.49	\$31.57
		4	\$23.61	\$33.14
		5	\$24.79	\$34.80
FB18	Fire Engineer (NE)	1	\$22.49	\$31.57
		2	\$23.61	\$33.14
		3	\$24.78	\$34.79
		4	\$26.02	\$36.54
		5	\$27.33	\$38.37
FB24	Fire Captain (NE)	1	\$25.87	\$36.33
	Community Risk Reduction (CRR) Officer (NE)	2	\$27.16	\$38.12
		3	\$28.52	\$40.03
		4	\$29.94	\$42.03
		5	\$31.43	\$44.12
FB25	Battalion Chief (NE)	1	\$28.45	\$39.95
		2	\$29.81	\$41.86
		3	\$31.30	\$43.95
		4	\$32.89	\$46.10
		5	\$34.51	\$48.45

Note: Promotions will result in no less than a 5% pay increase.

*If a cost of living (COLA) increase or bonus is granted to other employees of the City within the term of this Agreement it shall be applied to employees covered by this Agreement without amending this Agreement.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- A. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.

- B. Pay Cycle. Employees will be assigned ninety-six (96) hours of work, every twelve days and will be paid pursuant to the Fair Labor Standards Act (FLSA) requirements. Employees may also be offered or assigned callback hours and if working on a holiday will receive pay calculated at holiday rate. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

Section 4 - Overtime.

Employees will be paid for actual hours worked in accordance with the FLSA. Hours not worked such as, vacation, disability, Family Medical Leave (FML), and bereavement, will not count as hours worked for the purposes of calculating overtime except in the case callback hours.

A. Callback.

In keeping with the policy of the City to maintain an effective firefighting force, it may be required for employees to work overtime on a shift basis. Full and partial callbacks shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay or, comp time may be taken in lieu of pay, if selected by employee, which is earned at a rate of one and one-half (1.5) hours per hour worked. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial callback of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the callback, or 3) he/she accepts the callback.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time callback of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the employees. A name is crossed off the list if: 1) the employee is unreachable, 2) he/she refuses the callback, or 3) he/she accepts the callback.

3. Exceptions: If, at the time of callback, an employee is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the callback list. Department-sponsored activities include, but are not limited to the following:
 - a. Classes
 - b. Seminars
 - c. Conferences
 - d. Meetings
 - e. Testing processes
 - f. Scheduled time trades
 - g. Wildland assignments
 - h. FEMA assignments
 - i. In the event that an activity does not fit into any of the above categories, the Fire-EMS Chief, or the Fire-EMS Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each callback hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be paid at three (3) times the employee's hourly rate of pay.

B. Emergency Callback and Special Operations.

Callback in the case of any emergency or special operations, including those occasions on holidays, shall be paid at one and one-half (1.5) times the employee's hourly rate of pay and the employee shall be compensated for a minimum of four (4) hours, regardless of the duration of the emergency callback. If the emergency callback exceeds four (4) hours of work, the employee shall be compensated for the entire duration of said emergency callback.

C. Platoon Personnel.

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety-one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the FLSA will be paid at the rate of one and one-half (1.5) times the employee's hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, which is earned at the rate of one and one-half (1.5) hours per hour worked, may be awarded in lieu of pay for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a callback at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for platoon personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to ensure that it be kept in good and safe condition.

All entry-level platoon personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire-EMS Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following: one (1) dress cap, one (1) dress coat, one (1) pair dress pants, rank and classification badges and insignia required, and one (1) pair of dress shoes.

All platoon personnel below the rank of Deputy Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of pants); one (1) pair of safety boots or safety shoes; and, two (2) tee-shirts, and any other item required.* The

credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior Agreement years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each employee. The Union and Management may mutually agree on instances where exceptions are necessary.

All employees shall be provided a uniform jacket as needed.

*The above items, where appropriate, shall be Nomex or National Fire Protection Association (NFPA) approved.

Section 6 - Hours of Work.

Platoon Personnel.

It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as described in the 48/96 schedule listed below. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.
3. The maximum consecutive hours an employee can work will be ninety-six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.
4. In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.

- a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.

5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Employees required to travel from one work duty station to another and are notified before 0800 shift exchange shall be paid in fifteen (15) minute increments to gather firefighting equipment and travel to new station. Time shall be requested via an electronic timekeeping system for supervisor approval. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

Federal mileage reimbursement rate, as from time to time may be adjusted, for business use for a personal vehicle.

Employees shall use mile amounts listed below when roving from station to station during a scheduled shift (and when the employee is not receiving Roving Time).

Mileage Reimbursement Matrix	Station 1	Station 2	Station 3	Station 5	Station 6
Station 1	0	4	2	4	5
Station 2	4	0	4	6	5
Station 3	2	4	0	3	8
Station 5	4	6	3	0	10
Station 6	5	5	8	10	0

For the purposes of calculating mileage rates, the below station addresses shall be used:

Station Address List:	
Station 1	200 W. 1st St
Station 2	4000 S. Coffman Ave.
Station 3	2140 E. 12th St.
Station 5	555 Landmark Dr.
Station 6	185 Valley Dr.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the workdays would be Monday through Friday. Work schedules shall be at the discretion of the Fire-EMS Chief.

Section 7 - Pension Payroll.

The City and the employees shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

Effective July 1, 2022, the City will contribute 16% of employee's compensation towards the Plan "B" retirement.

If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 16% level, the City will make available to the individual employee the option of contributing the difference between the required State contribution and 16% to the State of Wyoming's Deferred Compensation plan (457). However, each employee must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 16% to 14%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan (457) contingent upon the individual employee contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the employee does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan (457) is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

Section 8 – Medical, Dental, Behavioral Health, and Basic Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Employees will enjoy the same health insurance benefits and pay the same premiums as all other regular full-time City employees. Premiums may be adjusted from time to time.

The City shall provide reimbursement for behavioral health consultations, not to exceed \$1,000 per member per fiscal year. Choice of provider shall be at the sole discretion of the member, with provision that the provider is certified in a specific area of practice. Holistic health services and treatments may be covered by this benefit if the member has a referral and/or prescription for said services that are beyond the scope of behavior health (i.e. float therapy, infrared sauna, etc.),

The member seeking reimbursement shall provide a receipt, and referral/prescription, if applicable, for services provided to Human Resources for processing within sixty (60) days of receiving said services.

Life insurance benefit shall be provided through the State of Wyoming benefits at a level equivalent to the employee's annual salary to a maximum of \$50,000. This coverage will be provided at no cost to the employee up to the age of 60. During the transition between life insurance policies the City agrees to ensure no lapse in life insurance coverage.

Employees retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as an Employee upon terms

that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with Mission Square shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$1,000 each plan year per employee, and a direct mandatory contribution of \$1,000 per Employee covered by this Collective Bargaining Agreement each Plan year. This benefit is mandatory and requires enrollment of all employees covered by this Collective Bargaining Agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

Section 9 - Vacation.

Platoon Personnel:

Definitions:

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the original date of hire.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A "full duty cycle or tour" is defined as 2 consecutive regularly scheduled 24 hour shifts.

Accrual and Balances:

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. 0 years of service through 4 years – 8 shifts (6.31 hours / 12-day pay period)
- B. 5 years of service through 9 years – 9 shifts (7.10 hours / 12-day pay period)
- C. 10 years of service through 14 years – 12 shifts (9.47 hours / 12-day pay period)
- D. 15 years of service through 19 years – 13 shifts (10.26 hours / 12-day pay period)

E. 20 years of service or more –14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty-nine (369) vacation hours in their vacation bank.

Vacation Selection Process:

The vacation selection process shall begin no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis on each platoon. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1st, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1st:

July 3-4	Jones, White, Johnson (4)
July 3-4	Jones, White, Johnson

Incorrect selections prior to January 1st:

July 3-4	Jones, White (4), Johnson (4)
July 3-4	Jones, White (3), Johnson (4)

Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.

Floating Shifts:

Floating shifts may be chosen first come first serve after January 1st and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Full vacation slots and 12-hour partial AM slots (0800-2000) must be picked by 0700 of the day chosen. Twelve-hour partial PM slots (2000-0800) must be picked by 1800 of the day chosen.

A fourth floating vacation slot is available after January 1st only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a callback. The standby must be available until 0700 of the shift taken. Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a callback situation).

The Fire-EMS Chief may allow re-selection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

Holidays:

If a platoon employee is on vacation, and his/her assigned platoon works a holiday, he/she shall be granted another shift of vacation (i.e. a "replacement" holiday shift), but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take a replacement holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

Day Personnel:

Effective July 1, 2010, the vacation shall be as follows:

- A. 0 years of service through 8 years – 14 business days (4.31 hours per bi-weekly pay period);
- B. 9 years of service through 14 years – 20 business days (6.15 hours per bi-weekly pay period); and,
- C. 15 years of service through 19 years – 24 business days (7.38 hours per bi-weekly pay period).
- D. 20 years of service or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Fire-EMS Department and notice shall be given to the employee's supervisor prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred sixty-three (263) hours. Vacation balances shall not be negative.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty-nine (369) hours of the employee's accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty-nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee's accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

Section 10 - Holidays.

All platoon personnel whose duty cycle begins at 0800 on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

In the event the City of Casper grants any City employees more than ten (10) holidays annually, employees shall be granted such additional holiday or holidays nearest to Christmas Eve or New Year's Eve

Platoon employees who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Employees on leaves without pay are not eligible for holiday pay.

Section 11 – Disability Leave.

- A. Platoon Personnel: Disability leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Disability leave shall be charged per hour used. Disability leave accumulation shall commence at date of employment.

- B. Day Personnel: Disability leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Disability leave shall be granted upon request, provided that the Fire-EMS Chief may require a written affidavit of the employee or a written doctor's statement before approving the use of disability leave pay. Employees shall be charged for one (1) hour of disability leave for every hour of disability leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Disability leave may be used for medical conditions in the immediate family.
- E. Disability leave (up to 48-hours per instance) may be used for attendance at the employee's child's delivery. Up to an additional 48-hours may be used upon approval of the Fire-EMS Chief in extenuating circumstances.
- F. Up to 48-hours of bereavement leave may be used for death in the immediate family. This bereavement leave will not be deducted from the employee's disability leave bank. Shifts of disability leave shall be granted with the approval of the Fire-EMS Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. Up to 48-hours of disability leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, or nephew. Additional shifts of disability leave shall be granted with the approval of the Fire-EMS Chief.
- G. Disability leave shall be accrued by employees without limit.

The City will provide a payout in July 2020, for all Union members that had an individual disability leave balance as of July 11, 2018. The payout will be either based upon the employee's disability leave balance as of June 11, 2020, or frozen balance as of July 11, 2018, whichever is lower. The payout will be calculated by determining one-half (1/2) of the qualified employee's disability leave balance, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. The qualified employees will be allowed to keep the disability leave hours in their disability bank, even after the payout occurs. With this payout, there is to be no expectation for any future disability leave payouts.

- H. Disability leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.

Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for disability leave benefits shall be deemed just cause for discipline.

- J. For platoon personnel, disability leave will not be used for non-departmental scheduled medical appointments without prior approval of a supervisor.

- K. New employees will receive a bank of eighty (80) disability hours at time of hire, which is available for use immediately.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using disability leave and, when disability leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 48-hours of disability leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using disability leave and, when disability leave is exhausted, vacation at the rate of 8 hours for each 24- hour absence from duty due to compensable injury. The option to use disability leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Fire-EMS Department Policy Manual for return to full duty requirements.
- E. Temporary light duty work agreements shall be at the discretion of the Fire-EMS Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation, and disability leave accruals will remain at the Platoon accrual rate.

Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993, and employees will be covered by the City-wide policies related thereto, as they are amended from time to time.

An employee shall have the right to use accrued disability, vacation, and comp time for any injury or disability (including disabilities that qualify under the Firefighter Presumptive Disability for Certain Diseases Act, Wyoming Statute Sections 27-15-101 *et seq.*), regardless of any FML time period until the employee is able to return to light or full duty, is eligible for retirement, or qualifies for a disability pension. The Fire-EMS Chief reserves the right to request fitness for duty, functional capacity, or other medical or physical examinations during any disability leave period.

Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire-EMS Chief or his designee. Time off will be granted based upon operational needs of the Fire-EMS Department.

Section 15 - Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this Agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide the Fire-EMS Chief a copy of the certification and/or education upon receipt of certification/degree and immediately upon a change or the expiration of certification(s). Positions authorized to receive said incentive pay will be at the discretion of the Fire-EMS Chief.

1% Incentive	2.5% Incentive	3.5% Incentive	5% Incentive	7.5% Incentive
CAR SEAT TECHNICIAN	EMT – INTERMEDIATE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				
PIO				
EMT - ADVANCED				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire-EMS Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition reimbursement shall follow the City's Tuition reimbursement program (Appendix A).

Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

Section 17 - Union Business.

- A. The Union shall notify the Fire-EMS Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire-EMS Chief, the

President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.

- B. When approved by the Fire-EMS Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire-EMS Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Fire-EMS Chief must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.
- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated

by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire-EMS Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire-EMS Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Fire-EMS Chief fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Disability leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the illness or injury. Employees who use disability leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

Section 21 - Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire-EMS Chief or his or her designee.

- Management may not select the Union representative for the employee.
- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

Section 22 - On-Call Time.

Fire-EMS Members that are assigned to the Community Risk Reduction (CRR) Division as a CRR Officer, may be required to be placed on a rotating On-Call schedule. This schedule will be seven (7) days in length. While On-Call, the employee may be required to report to work to perform work related duties.

When CRR Officers are placed on the On-Call schedule they shall be compensated at one hour of base pay per day On-Call, for a total of seven (7) hours additional pay for their On-Call schedule. In the event that a CRR Officer is called to report to duty after regular scheduled work hours, that employee will be compensated at a rate of one and one-half (1.5) times the employee's hourly rate.

Section 23 - Acting Pay.

Fire-EMS Members acting in the rank of Captain, and above, will be compensated with a 5% increase on base wage while serving in a capacity with authority and responsibilities of a higher job level. The Member must be designated to work in the acting capacity by the Fire-EMS Chief. Acting pay will be designated for all unplanned absences that are anticipated to last no less than ten (10) shifts. The designated employee shall receive acting pay for the duration of their assignment.

ARTICLE V

MISCELLANEOUS

Section 1 - Seniority and Promotions.

The Fire-EMS Chief will establish a department seniority list, and it will be brought up to date on or before November 1st each year. The seniority list shall be immediately posted in an accessible location to all employees. Any objections to the seniority list as posted will be reported to the Fire-EMS Chief within ten (10) days, or it will stand approved. Management reserves the right to move employees among platoons as needed to accommodate promotions, specialties, shortages, etc. at any time in the sole discretion of management.

Station assignments may be changed annually, or as determined necessary by management.

Any employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be announced within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. Said promotion shall be effective at the beginning of the next full pay period. The City shall attempt promotions to management positions within sixty (60) days for Deputy Chiefs and ninety (90) days for Fire-EMS Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur any time within a 12-day work period are effective the first day of the period.

Fire employees who elect, either through promotion or transfer, to move from platoon work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Platoon to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7123)$$

Platoon disability leave hours balance x 0.7123 = Day balance conversion

Platoon vacation leave hours balance x 0.7123 = Day balance conversion

Days to platoon:

Day disability leave hours balance ÷ 0.7123 = Platoon balance conversion

Day vacation leave hours balance ÷ 0.7123 = Platoon balance conversion

Section 2 - Training, Physical Conditioning, and Health Evaluation.

The City and the Union agree that physical fitness of all employees is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire-EMS Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.
- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual
Over the age of forty (40) – Annual
Haz-Mat Technician – Annual

A stress EKG will be part of the physical examination. The frequency of the stress EKG will be as directed by a Medical Professional/Examiner based on risk factor and age recommendations.

Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify employees against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as employees, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the employees expressed in the Wyoming Governmental Claims Act. It's not the intention of either party that the City or the employees waive any immunity or limitation of liability.

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the firefighting function, and suitable items of general interest to the employees of the Department. These meetings shall be to encourage continued open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

The Union and Department administration will establish mutually acceptable times, at least monthly, to meet for discussion on general activities and policies relating to the operations of Casper Fire-EMS. The Union and Department administration will openly communicate and work on issues in good faith with each other on department issues.

Section 5 - Committee Representation.

The Union shall have a minimum of one (1) designated person on any active City health and/or safety Committees to represent the Union and provide input.

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2023 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2024.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision

hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except by mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining agreement, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern firefighting techniques.

Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

1. PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the City's compelling interest in providing a work environment that is safe, healthy, and productive for employees and the public, the following policy has been adopted:

- A. The City has established a drug-free workplace. This program applies to all City of Casper employees as well as applicants interested in working for the City of Casper.
 - 1. Notification that the City requires drug tests is posted at the entrance into Human Resources.

2. All City of Casper job announcements state that employment is contingent upon a successful pre-employment drug test.
 3. The City of Casper's Drug and Alcohol Policy is available in Human Resources and on the City's intranet.
- B. Employees are advised that unlawful manufacturing, distributing, dispensing, possessing, or using controlled substances and/or alcohol on the job is prohibited; and there are job-related penalties for violations.
- C. Employees must abide by the terms of the City's Drug-Free Workplace Policy as a condition of employment. If convicted of a violation of a criminal drug or alcohol law, employees shall notify their Department Head or his/her designee, in writing, no later than five (5) calendar days after such conviction.

In addition, Federal regulations require that the City maintain policies that apply to all City employees who are required by their job function, job description and/or The United States Department of Transportation (DOT) to maintain a Commercial-Driver's License (CDL) or to perform safety-sensitive functions as defined by the Federal Transit Administration (FTA). Copies of the Drug and Alcohol Policies for classes of City employees who are required under DOT or FTA regulations to be drug and alcohol tested are available under separate cover from this policy. In the case where employees fall under DOT and/or FTA drug and alcohol testing regulations, both those policies and the City's Drug and Alcohol Policy described here apply. Any conflict between the policies shall be resolved in the absolute discretion of the City.

2. DEFINITIONS

Controlled substance – a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11-1308.15.

Illegal drugs – any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

Under the influence – the use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section 3, C.

3. GENERAL GUIDELINES

The following procedures apply to all City employees while on duty:

A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.

2. No employee shall ingest, inject or inhale any controlled substance unless as prescribed by a licensed medical practitioner. Taking medications beyond the prescribed dosage is prohibited, unless authorized by a medical practitioner.
 - a. Employees shall consult with their physician to determine if a prescribed medication may impair their job performance. If the employee's physician informs the employee that the prescribed medication may impair the employee's job performance, the employee shall not report to work and must notify their immediate supervisor. In addition, it is the employee's responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. If the employee's physician informs the employee that he/she may perform some of his/her duties without impairment, the employee shall advise the supervisor of the known side effects of the medication, the prescribed period of use, and the job duties the physician believes he/she can perform without impairment.

B. Prohibited Activity - Alcohol

1. All employees are prohibited from possessing alcohol while on duty. This section does not apply to employees handling alcohol-containing products in the performance of their duties.
2. No employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration (BAC).

C. Training

1. At a minimum, the City of Casper shall provide all fulltime and regular part time staff at least one (1) hour of employee substance abuse training per year. Training records are maintained by Human Resources.
2. The City of Casper shall provide all supervisors at least two (2) hours of substance abuse training per year; one (1) hour on alcohol misuse and one (1) hour on drug use. This training shall cover the indicators of probable substance abuse. Training records are maintained by Human Resources.

4. TESTING

A breath, urinalysis or oral swab test administered by a testing facility under this policy shall be used in any of the following situations, as determined by Human Resources:

Pre-employment testing
 Reasonable suspicion testing
 Random testing
 Post-accident testing

Refusal to submit to a drug and/or alcohol test shall be deemed a positive test and the employee shall be subject to the consequences of a violation as outlined in this policy.

A. Pre-Employment Testing

After a conditional offer of employment and before an employee is hired, all City employment candidates shall be tested for controlled substances. The conditional offer shall be withdrawn if the test indicates a positive result, if the testing facility staff believe the sample was tampered with or altered, or the candidate fails to show-up for the pre-employment drug test within an hour from the time the candidate is sent to test by Human Resources staff.

Candidates that have tested positive for alcohol or a controlled substance, provided a sample in which the testing facility staff believed was tampered with or altered, or have refused to comply with this policy are ineligible for employment at the City of Casper for 12 months following a violation.

B. Reasonable Suspicion Testing

Reasonable suspicion is based on specific, articulable, (i.e., verbally expressed) and contemporaneous observation of symptoms or actions from which it is reasonable to infer that further investigation of an employee's behavior is warranted. Supervisors must corroborate reports by others of an employee's suspicious behavior. If a supervisor witnesses suspicious behavior firsthand, corroboration is not mandatory.

1. Matters and circumstances that may be considered in determining reasonable suspicion include, but are not limited to:
 - a. Information concerning a prohibited activity;
 - b. Abnormal or erratic behavior by the employee;
 - c. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
 - d. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
 - e. Presence of observable symptoms consistent with drug or alcohol use, including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or reflexes.

2. An employee, pending a drug and/or alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on paid administrative leave until the results of the test(s) are received. The employee shall not be allowed to drive to or from the testing site, and will be escorted by a supervisor, Department Head, and/or a Human Resources employee unless an instant, negative test result is confirmed. Employees subject to drug and/or alcohol testing due to reasonable suspicion will not be allowed to drive City vehicles until they have been released to do so by Human Resources Management staff.
3. If an alcohol test is not administered within eight hours or if a required drug test is not administered within thirty-two hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to Human Resources.

C. Random Testing

Employees working in a safety sensitive position or a position that falls within a federally regulated class are subject to random drug testing. A document outlining the positions subject to random testing, and the percentage of staff to be tested is maintained by Human Resources. At a minimum, the percentage of staff to be tested shall meet the requirements set forth in applicable laws governing the classification of employees.

D. Post-Accident Testing

Involvement in an on-duty accident or incident may require that an employee be tested for alcohol or a controlled substance.

1. City employees who are involved in an on-duty accident or incident shall be subjected to instant drug and alcohol testing if any of the following apply:
 - a. Loss of life;
 - b. Injury to others requiring medical treatment away from the place of the accident/incident;
 - c. Combined total damage, estimated to be greater than or equal to \$1,000.00 to property or vehicles;
 - d. Employee cited at the time of the accident/incident by a state or local law enforcement officer.

- e. Reasonable suspicion to infer that the accident/incident occurred as a result of the employee being under the influence of drugs or alcohol.
- 2. If City employees have a CDL and are operating a CDL vehicle at the time an accident or incident occurs, a DOT send-in drug screen and alcohol test will be required if any of the following apply:
 - a. Loss of life;
 - b. Employee cited at the time of the accident/incident by a state or local law enforcement officer AND a vehicle was towed;
 - c. Employee cited at the time of the accident/incident by a state or local law enforcement officer AND any injury requiring medical treatment away from the place of the accident/incident.

Per DOT regulations, an alcohol test must be administered within 8 hours, and a drug test within 32 hours of an incident. If an alcohol test is not administered within 8 hours or if a drug test is not administered within 32 hours, reasons why the tests were not completed within these time frames shall be documented and provided to Human Resources. Employees may be drug tested for up to 30 days following a qualified incident, at the discretion of Human Resources Management staff.

- 3. Employees subject to an instant drug test may return to work following a negative result. Employees subject to a send-in DOT test will be placed on paid administrative leave until the results of the drug test are received. Results for a send-in DOT drug test typically take 24 – 72 hours.
- 4. Employees involved in an on-duty accident or incident shall not be allowed to drive to or from the testing site, and employees will be escorted to the testing facility and home by the supervisor, Department Head, and/or a Human Resources employee.
- 5. Failure to report an incident could be considered refusal to comply with this policy and could result in disciplinary action including, but not limited to, termination of employment.

E. Positive Tests

- 1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.

2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation.
3. Upon confirmation of a positive drug and/or alcohol test result, employees will be placed on paid leave pending a recommendation for termination.

5. TESTING METHODOLOGY

All testing for alcohol and controlled substances will be conducted in accordance with the requirements of 49 CFR Part 40, which are designed to protect the employee and the integrity of the testing process, safeguard the validity of the testing results, and to ensure that results are attributed to the correct employee.

6. SUBSTANCE ABUSE

The City of Casper is concerned with the well-being and safety of its employees and members of the public. Any employee who feels that he or she has a substance abuse problem is encouraged to seek assistance. The City offers a free and confidential Employee Family Assistance Program (EFAP) through the Three Trails Counseling Center. This service is for fulltime employees and their dependent(s). Additional information about the City's EFAP may be obtained in Human Resources.

A. Self-disclosure

1. If an employee self-discloses a substance abuse problem to their Department Head and/or Human Resources before suspicion of being under the influence of drugs and/or alcohol, before a post-accident test or before being selected for a random test pursuant to this policy, no disciplinary action will be taken against the employee for the act of self-disclosure.
2. An employee that self-discloses a substance abuse problem will be placed on paid administrative leave pending an evaluation by a substance abuse professional or medical examiner selected and scheduled by Human Resources. Upon recommendation from a substance abuse professional or medical examiner that an employee may safely and competently perform their job duties, the employee will be expected to report back to work. If treatment for the drug and/or alcohol problem requires an employee to be absent from work, leave policies (including FMLA) outlined in this manual shall apply. All treatment and aftercare recommendations made by the substance abuse professional or medical examiner must be completed at the employee's expense, but may be covered under the City's employee

benefit plan. The employee must also agree to sign the necessary releases that will allow the substance abuse professional or medical examiner to verify that treatment and aftercare recommendations are being completed. It is at the City's full discretion to require further evaluation to ensure that an employee can safely and competently perform their job duties.

3. During the period in which an employee is undergoing evaluation and any recommended treatment program, and for 12 months following the completion of any prescribed treatment program, random drug and/or alcohol tests will be required at the discretion of Human Resources Management staff, at the employee's expense. A positive drug and/or alcohol test shall be subject to the consequences of a violation as outlined in this policy.

7. CONSEQUENCES OF VIOLATION

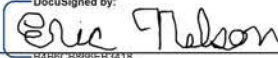
- A. A positive drug and/or alcohol test by a City of Casper employee is considered just cause for termination of employment. If at any time an employee produces a positive drug and/or alcohol test, a recommendation for a disciplinary action, up to and including termination, will be made to the Fire-EMS Chief.
- B. For a positive confirmed test result, an employee shall provide written notification to Human Resources within five (5) business days of the confirmed result. The statement must explain or contest the result. This statement may be used in the determination of future employment.

8. CONFIDENTIALITY

The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the ____ day of _____, 2023.

Approved as to form:

DocuSigned by:

Eric Nelson
City Attorney

ATTEST:

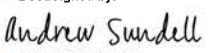
CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

Bruce Knell
Mayor

DocuSigned by:

J. Carter Napier
City Manager

DocuSigned by:

Andrew Sundell
Vice President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS, AFL-CIO

DocuSigned by:

Micah Rush
President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION OF
OF FIRE FIGHTERS, AFL-CIO

APPENDIX A

TUITION REIMBURSEMENT POLICY

The City supports an employee's academic efforts, and believes in the value of education. The City will partially reimburse the employee for tuition and books for certain courses that it believes are job-related and enhances an employee's career or professional development at the City of Casper.

If an employee is a full-time employee and has worked for the City at least one (1) year, he or she may be eligible to participate in the City's tuition reimbursement program.

It should be understood that this policy covers reimbursement for college level courses. Since this type of education is voluntary on the part of the employee, the times at which the course meets are not considered hours worked (i.e., are on the employee's own time) and must not conflict with the employee's working hours unless pre-approved, in writing, by the employee's Department Head. Professional certification programs, seminars and workshops are not covered by this policy.

The amount an employee receives will depend on the City's approval, upon the grade received, and will not exceed a total annual reimbursement of \$3,000 per employee per fiscal year.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Request Form found on the Intranet under "Human Resources."
2. The employee's Supervisor and Department Head approves the form and returns the signed form to Human Resources.
3. The employee pays the initial tuition and book costs.
4. Within thirty (30) days of receiving their grades, the employee should attach the tuition bill, receipts for books and the final grades to a copy of the initial Tuition Reimbursement Request Form and send them to Human Resources. No tuition reimbursement will be paid, unless documents are received by Human Resources thirty (30) days from the date the employee receives their grades.
5. Within thirty (30) days of Human Resources receiving the required information, the employee will receive a reimbursement. Reimbursement of ninety percent (90%) is offered if the employee receives a grade of "A." Reimbursement of eighty percent (80%) is offered if the employee receives a grade of "B." Reimbursement of seventy percent (70%) is offered if the employee receives a grade of "C" or "Pass." No reimbursement is provided for a grade "D", "F" or "Fail."

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition or book expenses. If an employee resigns or is terminated within a year of receiving a reimbursement, the employee shall repay the City the full amount reimbursed. Any monies owed may be withheld from the employee's final paycheck.

RESOLUTION NO. 23-102

A RESOLUTION AUTHORIZING ADOPTION OF THE
COLLECTIVE BARGAINING AGREEMENT (CBA) FOR JULY 1,
2023 – JUNE 30, 2024, BETWEEN THE CITY OF CASPER AND
THE FIRE FIGHTERS' LOCAL UNION 904, I.A.F.F., AFL-CIO.

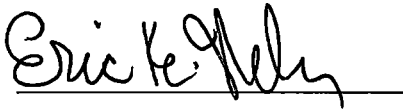
WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 (the Parties) have met and concluded negotiations; and,

WHEREAS, the Collective Bargaining Agreement (CBA) for July 1, 2023 – June 30, 2024 has been drafted between the Parties and is ready to be adopted by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The CBA, exhibit A, negotiated between the Parties is hereby adopted and that the Mayor, and the City Manager, are hereby authorized, and the City Clerk to attest, to adhere to the CBA with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract period July 1, 2023 – June 30, 2024.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Bruce Knell
Mayor

May 10, 2023

MEMO TO: J. Carter Napier City Manager *sen*

FROM: Jill Johnson, CPA, Financial Services Director *JJ*
Brandy Coyle, Accounts Receivable Supervisor

SUBJECT: Authorizing registration of the City of Casper as a water vendor for the Low-Income Home Water Assistance Program (LIHWAP)

Meeting Type & Date:
Regular Council Meeting
May 16, 2023

Action Type
Resolution

Recommendation:
That Council, by resolution, authorizes a vendor agreement with LIHWAP.

Summary:
The Low-Income Home Water Assistance Program (LIHWAP) was launched in Wyoming and is now accepting applications to help assist individuals and families pay water and wastewater bills. The federally-funded program was established in response to needs precipitated by the COVID-19 pandemic. Although the program is accepting applications for this program, they cannot forward payment to the City of Casper until we become a vendor.

Financial Considerations:
This program will assist the City of Casper in collecting payments from residents who otherwise may not have a way to pay for their water usage.

Attachments:
Resolution
Agreement



PROVIDER RIGHTS & RESPONSIBILITIES

Definition of Provider

Any entity that supplies regulated and unregulated fuel and/or water to a LIEAP/LIHWAP recipient household. Landlords acting as fuel suppliers; paying the costs for fuel on behalf of a LIEAP/LIHWAP recipient household and subsequently collecting the costs directly from the LIEAP/LIHWAP recipient.

Definition of LIEAP/LIHWAP recipient

Person whom applies, is eligible and is approved to receive LIEAP/LIHWAP benefit funds and/or Weatherization Assistance.

Required Documents

PROVIDER SUPPLIER RIGHTS AND RESPONSIBILITIES AND AGREEMENT – Online Form

Signature is required. Fuel suppliers must attach a listing of local area(s) served; include the business name, address, county, phone number, and local contact person for each office location.

IRS FORM W9 (<https://sao.wyo.gov/vendors/>)

Must be completed when information provided the year prior needs to be changed and for new fuel suppliers.

Low-Income Energy Assistance (LIEAP)

LIEAP pays heat costs directly to a fuel supplier. The amount of energy assistance that a recipient is approved for will be applied to heating charges from the monthly natural gas or electric meter read dates occurring within the Wyoming LIEAP season. For propane, wood, coal, or heating oil the amount of energy assistance will be applied to heating charges resulting from delivery occurring within the Wyoming LIEAP season.

LIEAP benefits may be received in only one household during the season. State LIEAP and Tribal LIEAP cannot be received in the same season.

LIEAP benefits are not intended to pay for all heating costs. Costs owed (to a utility provider/fuel supplier or landlord after LIEAP benefits have been applied as applicable) are the recipient's responsibility. LIEAP benefits are seasonal and must be applied for each season. Any LIEAP benefit that is not used in the season will revert back to the State to be distributed to eligible applicants during the next LIEAP season. Remaining unpaid benefits are not disbursed to recipients as cash or credit on fuel.

The program's top priority is given to households whose members are elderly (age 60 or older), disabled, or are home to children age five and under. Households meeting these criteria are mailed applications first. The second priority is applications for households in remote areas whose main source of heat is a non-regulated fuel (propane, wood, coal, or heating oil). The program's general service status is given to households whose main source of heat is regulated fuel (natural gas and electric). Applications will be mailed during the month of August.

Low-Income Home Water Assistance (LIHWAP)

LIHWAP pays water costs directly to a utility provider. The amount of water assistance that a recipient is approved for will be applied to water charges from the monthly water read dates occurring within the Wyoming LIHWAP season.

Water assistance cannot be used: to pay water bills for non-residential buildings such as a shop, studio, garage, or business; or to pay late fees, collection fees or other financial penalties. A recipient may receive LIHWAP benefits in only one household during the season. State LIHWAP and Tribal LIHWAP cannot be received in the same season.

LIHWAP benefits are not intended to pay for all water costs. Costs owed (to a utility provider or landlord after LIHWAP benefits have been applied as applicable) are the recipient's responsibility. LIHWAP benefits are seasonal and must be applied for each season. Any LIHWAP benefit that is not used in the season will revert back to the State to be distributed to eligible applicants during the next LIHWAP season. Remaining benefits are not disbursed to the recipient as cash or credit on water.

The program's top priority is given to households whose members are elderly (age 60 or older) or disabled, and/or with children under six years of age. Therefore, these households are mailed applications first

PROVIDER RIGHTS & RESPONSIBILITIES

Program Dates

Recipients may begin submitting applications as early as August. Application processing will begin **October 1, 2022**. The last day to submit an application for LIEAP is **February 28, 2023**. Consideration for the Weatherization Assistance Program (WAP) is available year round, therefore Applications received after February 28 will be reviewed for consideration for WAP. Applications are processed in the order in which they are received.

Starting and ending dates for unregulated fuel (Propane, Home Heating Oil, Wood/Pellets and Coal) is **October 1, 2022 through May 31, 2023**. Request for payment must be received by June 30, 2023 season end date.

Starting and ending dates for regulated fuel (Natural Gas and Electric) is **November 1, 2022 through May 31, 2023**. Request for payment must be received by June 30, 2023 season end date.

Starting and ending dates for water and wastewater is **October 1, 2022 through September 30, 2023**. Request for payment must be received by October 31, 2023.

Requesting Payment(s)

Providers may choose to receive payment by Electronic Funds Transfer (EFT) or warrant. Payments can be accessed quicker utilizing EFT versus having a warrant issued and mailed. Providers choosing payment by EFT are required to provide a sample of invoices for the purpose of verifying correctness of billing. Providers choosing payment by warrant are required to submit a cover sheet listing the recipient's name (not account holder's name), date of invoice, account number and amount of invoice(s).

An actual bill/invoice must be submitted for payment. Payments will not be authorized based on a statement however; a statement can be used to verify if a payment has been issued. The following information must be on the bill/invoice:

- Fuel Supplier name, location, store prefix
- Recipient's Name
- Account Number (matched to account number submitted with application)
- Service address (physical address)

Online Provider Portal: Invoices for customers will be uploaded within the provider's online portal. This will include the billing date, invoice amount, payment type and copy of the invoices to be paid.

Align

Address: 822 W 23rd St, Cheyenne, WY 82001

Questions:

Align: Providers (Seasonal benefit payments) 800-246-4221
heapvencor@thealignteam.org (DO NOT give this email address to clients)

Brenda Ilg: LIEAP Program Manager 307-347-5397 brenda.ilg@wyo.gov

Kaylayshia Byrd: LIHWAP Program Manager 307-777-5839 kaylayshia.byrd1@wyo.gov

Receiving Payment(s)

Primary heating bill/invoice will be paid to Providers on behalf of eligible LIEAP/LIHWAP recipients/households. Projected pay run dates are weekly.

Bill/Invoice that meets the requirements for unregulated primary fuel costs must be dated on or after October 1, 2022 and prior to June 30, 2023. LIEAP benefits cannot be applied to fuel costs for consumption that incurred prior to October 1st or after May 31st. Final Bill/Invoice must be received by 6/30/2023.

PROVIDER RIGHTS & RESPONSIBILITIES

Bill/Invoice that meets the requirements for regulated primary fuel costs must be dated on or after November 1, 2022 and prior to June 30, 2023. LIEAP benefits cannot be applied to fuel consumption costs incurred prior to November 1st or after May 31st. Final Bill/Invoice must be received by 6/30/2023.

Bill/Invoice that meets the requirements for drinking water and/or wastewater costs must be dated on or after October 1, 2022 and prior to October 31, 2023. LIHWAP benefits cannot be applied to water and/or wastewater consumption costs incurred prior to October 1st or after September 30th. Final Bill/Invoice must be received by 10/31/2023.

Providers must notify Align within thirty (30) days of occurrence if recipient has moved, terminated lease, or discontinued service with provider; advising Align to discontinue payment on behalf of the recipient.

A client list will be available to all providers within the online Provider Portal following approval of the client's application. Verify the information received in the online Provider Portal and notify Align of any errors. Account number accuracy and format are crucial for eliminating errors when posting or uploading bill/invoice requests for payment.

Unregulated fuel suppliers must contact recipients prior to providing propane, wood, coal, or oil. Payments for fuel cannot exceed the benefit amount for the LIEAP season. Benefit approval is required to provide fuel to recipients before payment, therefore verify benefit amount with the Align office prior to delivering fuel.

LIEAP Regular funds cannot be applied to the following list of charges:

- Disconnect or reconnect fees
- Collection charges
- Penalty, finance charges, late payment or non-sufficient check fees
- Revolving/Budget accounts (LIEAP will only pay the utility usage amount for that month)
- Appliance protection plans
- Winter protection program Fees
- Utility payment plans
- Repairs on equipment
- Security or yard lights
- Pump motor charges
- Outlying non-residential building charges such as a shop, studio, garage or business Extension or line charges
- Wyoming Connect Fee Operation
- Round-up
- Back bills charges prior to July 1
- To fill extra storage tanks or as a "credit" for fuel to be delivered after the season ends

Payment obligation of either party is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. The agreement may be terminated by either party at the end of the period for which the funds are available if funds are not allocated and available for the continuance of the services performed by either party. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this agreement in order to acquire similar services from another party.

Returning Payment(s)

Verify with Align prior to returning any funds. Only current LIEAP/LIHWAP season funds may be returned to the State. Prior year funds must be returned to the client.

Payments made on behalf of a client to a Provider must be returned **immediately** to the State in the following scenarios:

- made to an incorrect provider,
- not eligible for the funds,

PROVIDER RIGHTS & RESPONSIBILITIES

- unused deposits (deposits received that do not open an account or restore service),
- overpayments.

Information that **MUST** be included with the returned payment(s):

- name of the client(s), account number
- date payment(s) was received by the provider,
- type(s) of refund (regular LIEAP/LIHWAP or the special situation),
- brief description(s).

Payments made to the provider by the client during the LIEAP/LIHWAP season may be returned to the client. If the client's account has a credit at the time of client's account closure (for any reason) and payments were made by LIEAP/LIHWAP towards the account, the funds should not be returned to the State as the client was eligible to receive the benefit so the credit should remain with the client.

Mail to: State of Wyoming, ATTN Utility Assistance, Hathaway Bldg 3rd Floor, 2300 Capitol Ave Cheyenne WY 82002-0490.

LIEAP/LIHWAP Application

Align provides application intake, processing and outreach. Recipients must prove eligibility by completing and submitting an application and all required supporting documents. Align contact information: P.O. Box 827, Cheyenne, WY 82003 Lieapinfo@TheAlignTeam.org Toll free: 800-246-4221 Fax: 307-778-3943

The LIEAP/LIHWAP application and income guidelines are available on the Department of Family Services web site: <https://dfs.wyo.gov/assistance-programs/home-utilities-energy-assistance/low-income-energy-assistance-lieap/>

Destroy all old applications, they will not be accepted.

Assistance for Special Situations

Recipients at risk for a heat loss emergency, such as a shutoff or pending shutoff, or non-working furnace/boiler/heat system, will select the situation that applies to them on the application, or will call the LIEAP 800# to request special situation assistance. Assistance is handled on a case-by-case basis. Providers are strongly encouraged to advise recipients to contact Align to request assistance. Unregulated fuel suppliers must contact recipients prior to providing propane, wood, coal, or oil. Payments for fuel cannot exceed the benefit amount for the Special Situation. Verify benefit amount with Align prior to delivering fuel when necessary. Recipients may request verbally or in writing. Align contact information: P.O. Box 827, Cheyenne, WY 82003 Lieapinfo@TheAlignTeam.org Toll free: 800-246-4221 Fax: 307-778-3943

Privacy Act Information

Information requested on the application is required in order to determine eligibility and to comply with other program requirements. Records are maintained for review, analysis, research, and evaluation by the State of Wyoming, Federal Agencies, and their authorized representatives. Information provided is kept confidential, except that DFS may disclose the information without your consent, in the following instances:

To federal, state, or local authorities who are responsible for administering or enforcing the regulations of the program for which a recipient applies for or receives benefits: these authorities may begin an investigation or bring civil or criminal action on the basis of the information they receive regarding a recipient's case. To a court, judge, or other administrative legal body, when the information is required in a civil or criminal proceeding



PROVIDER RIGHTS & RESPONSIBILITIES

By signing below, vendor certifies, either personally or through their duly authorized representative that they have read, understood, and agree to the terms and conditions of the Fuel Supplier Rights and Responsibilities. Failure to perform in accordance with the rights and responsibilities may result in no longer being allowed to participate in LIEAP or LIHWAP. Vendor agrees to provide to the Wyoming DFS, or an authorized agent to the Department, for the purposes of research, evaluation, and analysis, information on eligible LIEAP, WAP and LIHWAP recipient household utility usage. Such information shall be considered to be confidential and the vendor shall be released from and against any claims, losses, demands, damages, or liability of any kind arising after such disclosure has occurred.

My signature grants permission to the Wyoming Department of Family Services (DFS) or entities it has authorized to (a) verify any information concerning residence (ownership or rental), employment, income resources, energy supply, water service, service address, household size, identification, housing type, and utility provider/fuel supplier which has been given concerning the recipients request for assistance; (b) obtain any information needed concerning heating costs and usage; and (c) complete any survey in connection with utility assistance.

I authorize the release of information to approved agencies which provide energy, water and/or weatherization assistance for which recipient may be eligible. I also swear/affirm that all information contained in the required documents is true, correct, and complete, to the best of my ability, knowledge, and belief.

I release, indemnify, and hold harmless the State of Wyoming, DFS, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of utility supplier's performance. The State of Wyoming and DFS do not waive sovereign immunity by this relationship, and fully retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. 1-39-104(a) and all other State law.

I certify that LIEAP and/or LIHWAP recipients will be notified of the amount of financial assistance applied towards their total household costs. Assure that energy and water charges occur in the normal billing process and in the appropriate billing cycle. That no recipient will be treated adversely nor discriminated against in the cost of goods supplied or type of service provided due to receiving LIEAP or LIHWAP assistance regardless of whether home owner or renter. I certify the ability and capacity to provide fuel to customers throughout the season.

I authorize any person having custody or knowledge of information relating to the recipient to furnish any requested information, including confidential information, to any duly authorized agent of DFS or employee of Align. This information is to be used only for the purpose of determining eligibility for the programs for which recipient is applying. I also authorize the Department to openly discuss and share all information regarding a recipient's case with the Authorized Representative should recipient elect to appoint one.

This Vendor Rights and Responsibilities consists of Six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. This release is valid from the date I sign and shall remain valid until revoked by me, in writing. A copy of this authorization is as valid as the original.

I understand that the Wyoming DFS, Align and any of their respective authorized agents that request confidential information of any eligible LIEAP, LIHWAP and/or WAP recipients shall have obtained the authorization of such recipients and that vendor may rely on such authorizations in connection with the provision of such information.

Vendor certifies that State or Tribal LIEAP or LIHWAP recipients will be notified of the amount of financial assistance applied towards their total household utility costs; assures that energy charges occur in the normal billing process and in the appropriate billing cycle and that no State or Tribal LIEAP or LIHWAP recipient will be treated adversely nor discriminated against with regard to the cost of goods supplied or type of service provided due to receiving State or Tribal LIEAP or LIHWAP assistance, regardless of whether home owner or renter; and, agrees to comply with Federally-required nondiscrimination provisions and to make assurances as set forth in Section 205 of the Low Income Energy Assistance Act of 1981 (Title XXVI of Pub. L. 97-35 of the Omnibus Reconciliation Act of 1981).

Signature of Fuel Supplier, Landlord or Authorized Representative

Date

Print Name of Fuel Supplier, Landlord or Authorized Representative

RESOLUTION NO. 23-103

A RESOLUTION AUTHORIZING THE CITY TO REGISTER AS A WATER SUPPLIER WITH THE LOW-INCOME HOME WATER ASSISTANCE PROGRAM (LIHWAP) AND EXECUTE AN AGREEMENT THEREFOR.

WHEREAS, the City of Casper, Wyoming, wants to register as a water supplier with the Low-Income Home Water Assistance Program (LIHWAP) program to transfer funds to the City of Casper, Wyoming; and,

WHEREAS, the City of Casper, Wyoming, wants to execute an agreement with LIHWAP titled Provider Rights and Responsibilities; and,

WHEREAS, the City of Casper, Wyoming, wants to accept payments for the LIHWAP program for qualified account holders in need; and,


WHEREAS, once registration is complete, LIHWAP may send payments for qualified residents.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized to register with LIHWAP and accept payments.

BE IT FURTHER RESOLVED: That the City Manager shall execute and the City Clerk attest the Provider Rights & Responsibilities agreement with LIHWAP.

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

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Bruce Knell
Mayor

May 11, 2023

TO: J. Carter Napier, City Manager 

FROM: Leticia Drake, Municipal Clerk of Court 

SUBJECT: Judicial Assignment

Meeting Type & Date:

Regular Council Meeting, May 16th, 2023

Action Type:

Approval

Recommendation:

That Council approve and sign Resolution regarding the appointment of Honorable Joshua Taylor, Municipal Court Judge for Gillette Wyoming to oversee Casper Municipal Court Docket 23-MC-02315 and 23-MC-02369; City of Casper vs Maton.

Summary:

Pursuant to a motion filing on May 5th, 2023 a conflict has been identified regarding the Municipal Court Judge Martinez and it has been requested that the cases be reassigned to a new Judge. The Court Administrator has reviewed the cases with Judge Martinez and both recognize the need to assign a new Judge. Judge Hand has been contacted and feels that he is also disqualified on the cases as his representation in the court is contracted by the Casper City Council. It has been brought to the attention of the Court Administrator that Judge Drell out of Evansville would also have a conflict due to the defense attorney firm prosecutes for the City of Evansville.

The Court Administrator has contacted Judge Taylor out of the Municipal Court for the City of Gillette and has determined that he is willing to oversee the case and work with the Clerk of Court's office to facilitate any case needs.

An Order of Assignment has been presented to and signed by Judge Martinez, assigning the cases to the Honorable Judge Joshua Taylor. Judge Taylor has submitted an hourly fee of \$125.00. This is comparable to the contracted amounts for Judge Hand and therefore is acceptable by the court. The timeframe for the appointment is for the duration of the case. If setting for jury trial continues, the current setting would be for October 4th, 2023. The requirement for the assignment would continue through that date and end when a final order is presented and signed.

The City Attorney agrees with the recommendation and will provide a Resolution for Council to approve, regarding the assignment and fees associated within the provisional appointment.

Financial Consideration:

The Resolution addresses the payment of reasonable fees not to exceed a total amount of \$5000.00. Determination of the final financial responsibility is difficult to address but in speaking with Judge Martinez the average time spent on a case represented by private council is 2 hours. If this case would progress to trial the expected trial time would be an additional 6 hours. If this case does progress to trial, an amount would be required for travel and room accommodations for the Judge. This would be limited to one night and the travel expenses to and from Casper. This would provide for an estimated total amount of \$1,250.00 for Judge Taylor's assignment. It is determined that the Municipal Court budget for FY23 would be able to accommodate this expense. If there is any carry over to the FY24 budget there may be a request before year end for a budget amendment as the Municipal Court has reduced the other contractual budget line for the FY24 cycle.

Oversight/Project Responsibility:

Leticia Drake, Clerk of Court

Attachments:

Order of Assignment

Copy of Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16th day of May, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Honorable Joshua Taylor, Judge for the City of Gillette, Wyoming ("Consultant").

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

RECITALS

A. The City is undertaking a project to assign a provisional Judge in the Municipal Court for the City of Casper in docket # 23-MC-02315 and 23-MC-02369.

B. The project requires professional services for the judicial oversight of the docket numbers mentioned herein.

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

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

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

1. **SCOPE OF SERVICES:**

The Consultant shall perform the following services in connection with and respecting the project: Provisional judicial oversight of the City of Casper's Municipal Court docket # 23-MC-02315 and 23-MC-02369.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 31st day of December, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Five Thousand Dollars (\$5,000.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

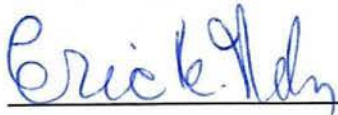
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



5/11/2023

Consultant's Name: Joshua Taylor

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

WITNESS

CONSULTANT
Joshua Taylor, Judge

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

DocuSigned by:

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5/11/2023

Consultant's Name: Joshua Taylor

Page 3 of 11

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to

this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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 Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. However,

Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b)

whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

5/11/2023

Consultant's Name: Joshua Taylor

Page 10 of 11

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.

5/11/2023

Consultant's Name: Joshua Taylor

Page 11 of 11

STATE OF WYOMING
COUNTY OF NATRONA

)
)§
)

IN THE MUNICIPAL COURT
FOR THE CITY OF CASPER

City of Casper,
Plaintiff,

vs.

Maton, Marcus A.,
Defendant.

Docket NO. 23-MC-02369

FILED

MAY 11 2023

CITY OF CASPER
MUNICIPAL COURT
BY JS
CLERK

ORDER OF ASSIGNMENT

IT IS APPEARING that justice would be best served by an assignment of this case to another Judge, pursuant to a disqualification of Judge Martinez and Judge Hand for the City of Casper, Wyoming.

IT IS ORDERED that the above-entitled matter be, and is hereby, assigned to the Honorable Joshua Taylor, Municipal Court Judge for the City of Gillette, Wyoming, for all further proceedings therein.

DATED this 11 day of May, 2023

Calley E Martinez
Municipal Court Judge

STATE OF WYOMING
COUNTY OF NATRONA

)
)§
)

IN THE MUNICIPAL COURT
FOR THE CITY OF CASPER

City of Casper,
Plaintiff,

vs.

Maton, Marcus A.,
Defendant.

Docket NO. 23-MC-02315

FILED

MAY 10 2023

CITY OF CASPER
MUNICIPAL COURT
BY 96
CLERK

ORDER OF ASSIGNMENT

IT IS APPEARING that justice would be best served by an assignment of this case to another Judge, pursuant to a disqualification of Judge Martinez and Judge Hand for the City of Casper, Wyoming.

IT IS ORDERED that the above-entitled matter be, and is hereby, assigned to the Honorable Joshua Taylor, Municipal Court Judge for the City of Gillette, Wyoming, for all further proceedings therein.

DATED this 10 day of May, 2023

Calley Martinez
Municipal Court Judge

RESOLUTION NO.23-104

A RESOLUTION AUTHORIZING CITY COUNCIL TO APPOINT JOSHUA TAYLOR AS A PROVISIONAL JUDGE FOR THE CASPER MUNICIPAL COURT AND ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES.

WHEREAS, Honorable Cally Martinez and Honorable Robert Hand serve as the presiding and part time judge, respectively, for the Casper Municipal Court; and,

WHEREAS, Honorable Martinez and Honorable Hand are disqualified to preside over Docket Numbers 23-MC-02369 and 23-MC-02315, due to a conflict of interest in the matters; and,

WHEREAS, Casper Municipal Code Section 2.22.010 authorizes City Council to appoint a provisional municipal court judge by a majority vote of the City Council; and,

WHEREAS, pursuant to Casper Municipal Code Section 2.22.050 provisional municipal court judges shall act as a municipal judge in the absence, inability or disqualification of an appointed municipal court judge, and shall have all of the powers and may perform all of the duties of the municipal court judge as authorized by law or rule; and,

WHEREAS, Joshua Taylor possesses the necessary education, skills and experience to serve as a provisional judge and is ready, willing and able to serve in that capacity; and,

WHEREAS, in the interest of justice, the Court Administrator is requesting City Council to appoint Joshua Taylor as a provisional judge concerning Docket Numbers 23-MC-02369 and 23-MC-02315.

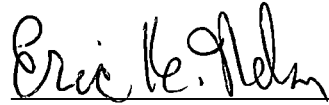
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest this Resolution and appoint Joshua Taylor as a provisional municipal court judge for the City of Casper, Wyoming concerning the docket numbers mentioned herein.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Contract for Professional Services with Joshua Taylor for reasonable fees consisting of his hourly rate and reasonable travel expenses not to exceed a total amount of Five Thousand Dollars (\$5,000.00).

BE IT FURTHER RESOLVED: That Joshua Taylor shall be sworn in by the City Clerk and shall abide by the Judicial Code of Conduct and other applicable law.

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

APPROVED AS TO FORM:

_____

ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 2, 2023

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer

SUBJECT: Waiving Parkway Parking Permit Fees Along the East Side of South Poplar Street
between CY Avenue and 1749 South Poplar Street.

Meeting Type & Date:

Regular Council Meeting
May 16, 2023

Action Type

Resolution

Recommendation:

That Council, by resolution, waive parkway parking permit fees along the east side of South Poplar Street between CY Avenue and 1749 South Poplar Street.

Summary:

The Wyoming Department of Transportation (WYDOT) gave a presentation to Council at their January 24th, 2023, work session concerning the intersection at CY Avenue and South Poplar Street. Included in their observation of issues at the intersection was the length of the south-bound 'zipper' lane, where two south-bound lanes merged into one immediately south of the intersection. Their recommendation was to extend the two south-bound lanes to provide more time for cars to merge.

Exhibits were prepared showing the extension of two south-bound lanes to between West 17th Street and West 19th Street. The extension can take place within the existing right-of-way geometry by moving the double-yellow centerline striping to the east and removing on-street parking. These exhibits were shared with the affected property owners with comments solicited at a neighborhood meeting. As a consideration to those property owners affected by the removal of on-street parking, Council agreed to waive the Parkway Parking Permit fees

Financial Considerations:

Waiving the \$25 application fee and \$25 annual renewal fee.

Oversight/Project Responsibility:

Alex Sveda, P.E., City Engineer

Attachments:

Resolution

RESOLUTION NO. 23-105

A RESOLUTION WAIVING PARKWAY PARKING PERMIT FEES ALONG THE EAST SIDE OF SOUTH POPLAR STREET BETWEEN CY AVENUE AND 1749 SOUTH POPLAR STREET.

WHEREAS, the City of Casper desires to create an additional south bound lane along South Poplar Street between CY Avenue and 1749 South Poplar Street; and,

WHEREAS, the additional south bound lane will require the removal of on-street parking to accommodate the additional travel lane; and,

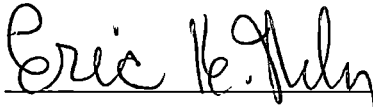
WHEREAS, the Casper City Council has agreed to waive Parkway Parking Permit fees for those properties affected by the removal of on-street parking

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 this Resolution.

BE IT FURTHER RESOLVED: That City Staff are hereby authorized and directed to waive the Twenty-Five Dollar (\$25.00) Parkway Parking Permit application fee and Twenty-Five Dollar (\$25.00) annual renewal fee for those properties along the east side of South Poplar Street between CY Avenue and 1749 South Poplar Street.

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

APPROVED AS TO FORM:




ATTEST:

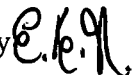
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 10, 2023

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

FROM: Eric K. Nelson, City Attorney 

SUBJECT: A Resolution Authorizing a Memorandum of Understanding between the Board of Commissioners of Converse County, Wyoming, the Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the Town of Bar Nunn, Wyoming, the Town of Glenrock, Wyoming, the City of Mills, Wyoming, the Town of Rolling Hills, Wyoming for Impact Assistance Funds ("MOU") concerning the Cedar Springs IV Wind Energy Project.

Meeting Type & Date
Regular Council Meeting
May 16, 2023

Action type
Resolution

Recommendation
That City Council adopt a resolution authorizing a MOU between local governments concerning impacts that local governments anticipate to incur due to the construction of the Cedar Springs IV Energy Project.

Summary
Cedar Springs Wind IV, LLC, has filed an application under the Industrial Siting Act for a permit to construct wind turbines that will be located on private and state land leases in Converse County, approximately 13 miles northeast of Glenrock, Wyoming. The applicant is proposing a 17-month construction period beginning in August of 2023. The project is anticipated to be located adjacent to the operating Cedar Springs I/II and Cedar Springs III Wind Energy Facilities contingent upon obtaining approval from the Industrial Siting Council (ISC) and securing other required permits.

Natrona County, Converse County, Douglas, Casper, Mills, Evansville, Bar Nunn, Glenrock, and Rolling Hills are within the geological area of which the construction or operation of the proposed facility may impact operations. The attorneys representing the various local governments have met and it is the parties desire to enter into a MOU concerning the amount of impact assistance funds the entities will request related to the project.

The City of Casper is requesting \$250,000 of impact assistance funds related to the project. The request is based on the anticipated strain on police and fire-EMS operations due to the additional influx of non-local workers coming to the community to enjoy the services the Casper has to offer.

Staff is requesting City Council to approve the MOU so the entities can present the MOU to the Industrial Siting Council. A contested case hearing regarding the application is scheduled for June 20, 2023, in Douglas, Wyoming. The City and other local governments will appear at the hearing to present evidence to the Council.

Financial Considerations

Casper is requesting \$250,000 of impact assistance for impacts related to the project. The MOU is subject to the Industrial Siting Council's approval. Any impact assistance funds will need to be tracked and reported to the Department of Environmental Quality Industrial Siting Division.

Oversight/Project Responsibility

Eric Nelson, City Attorney

Attachments

Resolution

MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
COMMISSIONERS OF CONVERSE COUNTY, WYOMING, THE BOARD OF
COMMISSIONERS OF NATRONA COUNTY, WYOMING, THE CITY OF DOUGLAS,
WYOMING, THE CITY OF CASPER, WYOMING, THE TOWN OF EVANSVILLE,
WYOMING, THE TOWN OF BAR NUNN, WYOMING, THE TOWN OF GLENROCK,
WYOMING, THE CITY OF MILLS, WYOMING, AND THE TOWN OF ROLLING
HILLS, WYOMING FOR IMPACT ASSISTANCE FUNDS**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this ____ day of May, 2023, by and between:

The Board of Commissioners of Converse County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “Converse County”) whose address is 107 N 5th Street, Ste.114, Douglas, Wyoming 82633;

The Board of Commissioners of Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “Natrona County”) whose address is 200 N. Center, Suite 115, Casper, Wyoming 82601;

The City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “Douglas” whose address is 101 N. Fourth Street, P.O. Box 1030, Douglas, Wyoming 82633;

The City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “Casper”) whose address is 200 N. David St., Casper, Wyoming 82601;

The Town of Evansville, a Wyoming municipal corporation, (hereinafter referred to as “Evansville”) whose address is PO Box 158, Evansville, Wyoming 82636;

The Town of Bar Nunn, a Wyoming municipal corporation, (hereinafter referred to as “Bar Nunn”) whose address is 4820 North Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601;

The Town of Glenrock, a Wyoming municipal corporation, (hereinafter referred to as “Glenrock”) whose address is 219 S 3rd Street, Glenrock, Wyoming 82637;

The City of Mills, a Wyoming municipal corporation, (hereinafter referred to as “Mills”) whose address is PO Box 789, Mills, Wyoming 82644, and

The Town of Rolling Hills, a Wyoming municipal corporation, (hereinafter referred to as “Rolling Hills” 38 South Badger Road, Rolling Hills, Wyoming 82637, and hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, in March of 2023, the Cedar Springs Wind IV, LLC, submitted an Application to the Wyoming Department of Environment Quality, Industrial Siting a Section 109

(as a contested case) Permit Application pursuant to W.S. § 35-12-109 for the Cedar Springs IV Wind Energy Project in Converse County, Wyoming (hereinafter referred to as “Project”).

WHEREAS, Cedar Springs Wind IV, LLC (Applicant) filed an Application for a Permit to construct and operate the Project located in Converse County, Wyoming, approximately 13 miles northeast of Glenrock, Wyoming. The Applicant proposes to construct a facility adjacent to the operating Cedar Springs I/II and Cedar Springs III Wind Energy Facilities contingent upon obtaining approval from the Industrial Siting Council (ISC) and securing other required permits. An assumed 17-month construction period is planned to begin in August of 2023. The Project is planned to be 393 megawatts, consisting of 73 wind turbines, one substation, one operations and maintenance building and a 10-mile interconnect transmission line to the adjacent Cedar Springs III Facility. No part of the application requirements have been waived by the Director.

WHEREAS, Wyoming industrial development information and siting rules and regulations define the phrase “area or local government primarily affected by the proposed industrial facility” as “any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants” and the definition includes “any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act,” Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

WHEREAS, application for the Project recommended that the local governments considered primarily affected by the proposed Project include Converse County, Natrona County and the communities of Douglas, Glenrock, Rolling Hills, Casper, Evansville, Bar Nunn and Mills.

WHEREAS, the Parties are the governing bodies of the local governments which will be primarily affected by the proposed facility.

WHEREAS, the Parties desire to enter an MOU to determine the amounts and schedule for payment distribution of impact assistance funds for the Project.

Now, therefore, in consideration of the Recitals, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. **Duration of MOU**. This MOU shall be in full force and effect for the period commencing this ____ day of May, 2023, and shall remain in effect until the Project is terminated.

2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

3. **Amount & Schedule for Distribution of Impact Assistance Funds.**

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A, which is attached hereto and incorporated herein. The Parties' funding requests contemplate that the Project is likely to occur during the same period and in a similar location to other Industrial Projects and the Parties' impact assistance funding requests for the Project were modified accordingly, and do not include duplicate impact funds.

3.02. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties prior to submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU with another Party to adjust, revise or modify a Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. **General Provisions.**

4.1. **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

4.2. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 8th Judicial District of the State of Wyoming, Converse County, Wyoming.

4.3. **Entirety of MOU.** This MOU, consisting of thirteen (13) pages and one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

4.4. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

4.5. Governmental Immunity. The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-101 et seq. and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

4.6. Indemnification. Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

4.7. Other Interagency MOUs. All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

4.8. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

4.9. Waiver. The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

4.10. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

4.11. Time is of the Essence. Time is of the essence in all provisions of the MOU.

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IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

**BOARD OF COMMISSIONERS OF THE COUNTY OF
CONVERSE, WYOMING:**

By: _____
Jim Willox, Chairman

Date: _____

ATTEST:

By: _____
Karen Rimmer, County Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed on its behalf by its Chairman, and duly attested by its County Clerk.

**BOARD OF COMMISSIONERS OF THE COUNTY OF
NATRONA, WYOMING:**

By: _____
Steven K. Freel, Chairman

Date: _____

ATTEST:

By: _____
Tracy Good, Natrona County Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF DOUGLAS, WYOMING:

By: _____
Kim Pexton, Mayor

Date: _____

ATTEST:

By: _____
Douglas City Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF CASPER, WYOMING:

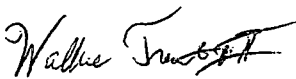
By: _____
Bruce Knell, Mayor

Date: _____

ATTEST:

By: _____
Fleur D. Tremel, Casper City Clerk

APPROVED AS TO FORM:



Attorney

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed On its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF EVANSVILLE, WYOMING:

By: _____
Chad Edwards, Mayor

Date: _____

ATTEST:

By: _____
Janelle Underwood, Evansville Town Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed On its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF BAR NUNN, WYOMING:

By: _____
Peter Boyer, Mayor

Date: _____

ATTEST:

By: _____
Bar Nunn Town Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed On its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF MILLS, WYOMING:

By: _____
Leah Juarez, Mayor

Date: _____

ATTEST:

By: _____
Christine Trumbull, Mills City Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF ROLLING HILLS, WYOMING:

By: _____
Jon O. Maines, Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Attorney

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed On its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF GLENROCK, WYOMING:

By: _____
Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Attorney

Cedar Springs IV Energy Project Exhibit A.

Exhibit A to the Memorandum of Understanding between the Board of Commissioners of the Converse County Commissioners, The Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the Town of Bar Nunn, Wyoming, the Town of Glenrock, Wyoming, the City of Mills, Wyoming and the Town of Rolling Hills, Wyoming for impact Assistance Funds

Estimated Impact Funds Available: Approximately \$9,060,000.00

Amount Requested in MOU: \$4,692,858.05

Entity	MOU Amount % of Total	Timing	Need
Converse County	\$ 1,562,788.55	Divided over length of construction	This amount reflects impact assistance and personnel assistance.
Natrona County	\$274,812.00	Divided over length of construction	This amount reflects impact assistance and personnel assistance.
Douglas	\$500,000.00	Divided over length of construction	This amount reflects impact assistance and personnel assistance.
Casper	\$250,000.00	Divided over length of construction	This amount reflects impact assistance and personnel assistance.
Evansville	\$250,000.00	Divided over length of construction	This amount reflects impact assistance and personnel assistance.
Bar Nunn	\$0.00	Divided over length of construction	No request at this time.
Mills	\$250,000.00	Divided over length of construction.	This amount reflects impact assistance and personnel assistance.
Glenrock	\$1,200,000.00	Divided over length of construction.	This amount reflects impact assistance and personnel assistance.
Rolling Hills	\$405,257.50	Divided over length of construction.	This amount reflects impact assistance and personnel assistance.
Total	\$4,692,858.05		

RESOLUTION NO. 23-106

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF CONVERSE COUNTY, WYOMING, THE BOARD OF COMMISSIONERS OF NATRONA COUNTY, WYOMING, THE CITY OF DOUGLAS, WYOMING, THE CITY OF CASPER, WYOMING, THE TOWN OF EVANSVILLE, WYOMING, THE TOWN OF BAR NUNN, WYOMING, THE TOWN OF GLENROCK, WYOMING, THE CITY OF MILLS, WYOMING, AND THE TOWN OF ROLLING HILLS, WYOMING FOR IMPACT ASSISTANCE FUNDS

WHEREAS, Cedar Springs Wind IV, LLC, filed an application under the Industrial Siting Act for a permit to construct wind turbines that will be located on private and state land leases in Converse County, approximately 13 miles northeast of Glenrock, Wyoming, with a construction period beginning in August of 2023; and,

WHEREAS, Natrona County, Converse County, Douglas, Casper, Mills, Evansville, Bar Nunn, Glenrock, and Rolling Hills are within the geological area of which the construction or operation of the proposed facility may impact municipal or county operations; and,

WHEREAS, the aforementioned local governments desire to enter into a Memorandum of Understanding concerning the amount of impact assistance funds the entities will request related to the project; and,

WHEREAS, under the Memorandum of Understanding, the City of Casper is requesting Two Hundred and Fifty Thousand Dollars (\$250,000.00) of impact assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Memorandum of Understanding between the Board of Commissioners of Converse County, Wyoming, the Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the Town of Bar Nunn, Wyoming, the Town of Glenrock, Wyoming, the City of Mills, Wyoming, and the Town of Rolling Hills, Wyoming for Impact Assistance Funds concerning the Cedar Springs IV Wind Energy Project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor