

# COUNCIL MEETING AGENDA

**Casper City Council  
City Hall, Council Chambers  
Tuesday, July 5, 2022, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

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

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

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 21, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 30, 2022

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4. CONSIDERATION OF MINUTES OF THE JUNE 21, 2022 EXECUTIVE SESSION – LITIGATION.

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATES OF PUBLIC HEARINGS

A. Consent

1. Establish July 19, 2022, as the Public Hearing Date for Consideration of:

- a. New **Restaurant Liquor License No. 47** for Pokes Investments, LLC, dba **Steamboat Deli & Outlet**, Located at 251 South Center St.
- b. Amendments to Ordinance No. 35-12, an Ordinance Granting a Franchise to WERCS Communications, Inc., D.B.A. **Mountain West Telephone**, for the **Construction and Operation of a Telecommunications Service System.**
- c. An Ordinance Correcting a **Scrivener’s Error** in the Legal Description of **Trails West Estates No. 6 Subdivision.**

8. SECOND READING ORDINANCE

A. Approving a Vacation, Replat, Subdivision Agreement and Zone Change for the **Eagle Valley Addition No. 2**

1. Communications from Persons Present

9. THIRD READING ORDINANCE

A. Amending Section 10.36.010 and 10.36.020 of **Chapter 10.36 – Parking**, of the Casper Municipal Code.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Authorizing a Bill of Sale for **the Donation Agreement Between the Rotary Club of Casper**, Inc. and the City of Casper for the **Bouldering Park** Located at Crossroads Park.
2. Accepting a Water Line Easement from the Church of Jesus Christ of Latter-Day Saints as Part of the Casper Wyoming Temple Construction at 2905 Independence Court.

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3. Authorizing a Professional Services Contract between the City of Casper and Foxster Opco, LLC, dba **CTS Software, for Transit Dispatch Software.**
4. Authorizing a Professional Services Contract for **Transit Services** with the **City of Mills**, a Wyoming Municipality, for Fiscal Year 2023.
5. Approving the City of Casper's Contract for Professional Services with **Civil Engineering Professionals, Inc.**, for **Evansville East Side Sidewalk and Trail Study** in an Amount not to Exceed \$25,000.
6. Rescinding and Replacing Resolution 21-56 – A Resolution **Adopting the City of Casper Parking Manual** and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking.
7. Authorizing Amendment #2 to the **Management Agreement** for the Management and Operation of the **Ford Wyoming Center and Hogadon** Basin Food & Beverage Services.
8. Authorizing a Memorandum of Understanding Concerning **Metro Animal Shelter Services** between the **City of Mills** Wyoming, and the City of Casper, Wyoming.
9. Authorizing a Memorandum of Understanding Concerning **Metro Animal Shelter Services** between the **Town of Evansville**, Wyoming, and the City of Casper, Wyoming.
10. Contract for **Inside-City Water Service** between **Riverside Mobile Home Court**, LLC and the City of Casper.
11. Authorizing Execution of Professional Services Agreement with **Stantec Consulting Services, Inc.** in the Amount of \$52,988.87, for **Environmental Monitoring of the First Street Reach** River Restoration Construction
12. Authorizing **Amendment One to the Grant Award** Agreement Between the **Wyoming Office of Homeland Security** and City of Casper. (Grant #21)
13. Authorizing **Amendment One to the Grant Award** Agreement Between the **Wyoming Office of Homeland Security** and City of Casper. (Grant #20)
14. Authorizing **Amendment Two to the Grant Award** Agreement Between the **Wyoming Office of Homeland Security** and City of Casper. (Grant #19)
15. Authorizing **Amendment Three to the Grant Award** Agreement Between the **Wyoming Office of Homeland Security** and City of Casper. (Grant #18)

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11. MINUTE ACTION

A. Consent

1. Authorizing the Reappointment of **Dr. Matthew Wold** to the **Casper-Natrona County Health Department Board**.

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

13. ADJOURN INTO EXECUTIVE SESSION – LITIGATION & LAND ACQUISITION

14. ADJOURNMENT OF REGULAR MEETING

**Upcoming Council Meetings**

**Regular Council Meetings**

6:00 p.m. Tuesday, July 19, 2022 – Council Chambers

6:00 p.m. Tuesday, August 2, 2022 – Council Chambers

**Work Sessions**

4:30 p.m. Tuesday, July 12, 2022 – Council Meeting Room

4:30 p.m. Tuesday, July 26, 2022 – Council Meeting Room

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
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
June 21, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:06 p.m., Tuesday, June 21, 2022. Present: Councilmembers Cathey, Sutherland, Johnson, Gamroth, Engebretsen, Pollock, Vice Mayor Freel and Mayor Pacheco. Absent: Councilmember Knell.

Moved by Councilmember Cathey, seconded by Vice Mayor Freel to, by minute action, excuse the absence of Councilmember Knell. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3. REGULAR MEETING MINUTES

Moved by Councilmember Engebretsen seconded by Councilmember Pollock to, by minute action, approve the minutes of the June 7, 2022 regular Council meeting, as published in the Casper Star Tribune on June 16, 2022. Councilmember Sutherland abstained. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Councilmember Pollock, to, by minute action, approve payment of the June 21, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills &amp; Claims 06/21/22</u>		
292DsgnGrp	Services	6,000.00
307Jntrl	Services	6,025.31
6HGroup	Goods	231.20
71Const	Goods	57,470.87
AAALndscpng	Services	3,921.50
AceHrdwr	Goods	92.29
ActnGlass	Services	280.00
AhrnRntls	Services	1,234.80
Airgas	Goods	306.17
AllncElctrc	Services	180.00
Alsco	Services	1,706.58
AMBI	Services	1,527.78
AmrcnIndstrlLndry	Services	75.01
Amrgs	Goods	422.05
ArrwheadHeat	Services	510.20
AT&T	Services	461.26
AtlntcElctrc	Services	16,560.00

Atlas	Goods	763.32
BCrook	Reimb	150.00
BRaisch	Goods	187.20
BlkHillsEnrgy	Utilities	14,758.40
BlkmnPrpn	Goods	1,007.44
BldrnLmbr	Goods	50.58
BobCatOfCspr	Goods	44,407.00
BldngSystms	Services	9,897.50
CMiller	Reimb	191.00
CSteinhoff	Reimb	1,011.37
CYanez	Refund	152.60
ClbrPress	Services	718.00
Caselle	Services	78.00
CsprStrTrb	Services	3,979.86
CsprTinShop	Services	5,456.33
CsprTire	Services	2,493.00
CWRWS	Goods	516,802.41
CntryLnk	Utilities	16,424.22
ChpmnVldz&Lnsng	Services	4,014.94
ChrstiAsbe	Services	2,100.00
CtyCspr	Services	162,900.45
CMITeco	Services	47,256.43
CoastlChmcl	Goods	167.09
ClctnCntr	Services	382.91
CmprsnLeasng	Services	1,413.25
Cmtrnx	Goods	2,775.06
CPSDstrbtrs	Goods	3,595.51
CrsentElctrc	Services	342.57
CrwnCnstrctn	Services	47,568.98
DBauer	Reimb	101.45
DLodenConst	Goods	535.00
DvdsnMchncl	Services	128.75
DckrAuto	Services	256.19
DonsMblCrpt	Services	8,784.88
DooleyOil	Goods	82,276.90
E&FTowng	Services	350.00
EmrgncyMdcl	Services	1,000.00

EnrgyLabs	Services	1,590.00
EnrgyMgmtCorp	Goods	3,010.15
FHiday	Reimb	394.72
FaroTchnlgs	Goods	56,560.21
FrgsnEnt	Goods	10,811.02
FIB	Goods	359.00
FrcScnc	Services	495.00
GMayhue	Reimb	73.92
GMiller	Reimb	150.00
Galls	Goods	1,824.36
GeosyntcCnsltnts	Services	1,741.46
GloblSpctrm	Services	76,242.50
GoodYrTire	Services	2,166.08
Grngr	Goods	25.66
GrrrMotr	Goods	37,838.00
HrdlineEqpmnt	Services	572.20
HDREngnrng	Services	2,360.00
HrcIsInd	Goods	41.26
Hillhse	Goods	164.76
Homax	Goods	6,045.23
HonnenEquip	Goods	100,967.37
Hose&RubrSply	Goods	127.58
HubIntlMtn	Goods	41,370.00
HydroOptmztn	Services	1,845.00
IntgrtyWndwClng	Services	700.00
IntrntnlEcnmcDvlpmntCncl	Dues	455.00
JBullard	Reimb	150.97
JTomich	Reimb	5.00
JDCInvstgtns	Services	600.00
JohnnyApplseed	Services	167.15
JonasSftwr	Services	349.00
Kinsco	Goods	1,970.45
KiwanisClb	Dues	228.00
KnfRvr	Services	1,741.98
LMillay	Refund	25.00
Lisa'sSpCNspn	Services	490.00
LongBldgTech	Services	1,826.88

MBurgardt	Reimb	113.39
MDay	Reimb	104.99
MMatula	Refund	25.00
MjrSrpls&Srvl	Goods	1,160.52
MchlsFence	Services	2,751.58
MLAuto	Services	182.00
MdrnElctrc	Services	3,423.00
MonnsJntrlSrvc	Services	6,258.83
MtnStLitho	Services	970.77
MtnWstTech	Services	1,170.92
Napa	Goods	118,430.42
NASRO	Services	2,500.00
NCHallOfJstc	Services	55,844.88
Norco	Goods	2,093.45
OneCall	Services	1,314.00
PZowada	Reimb	396.60
PeprTnk&Cntrctrs	Services	110.00
PstlPros	Services	9,896.95
PrairiePella	Goods	6,614.50
Prntwrks	Services	261.76
ProPaint	Services	7,391.00
PrfsnlClng	Services	1,395.00
RMoore	Reimb	79.78
RailRdMgmt	Services	313.34
RandyDay	Services	1,900.00
RIntFdrlCrdtUnion	Services	50.00
Rexel	Services	1,050.31
Ricoh	Services	421.25
RckyMtnPwr	Utilities	99,561.47
RootrSwr	Services	1,383.76
SJohnston	Goods	110.00
SNelson	Refund	158.11
SedaPrprts	Refund	23.15
Shrts&More	Goods	1,600.00
SrchAcqstn	Goods	7,324.44
SkylneRnchs	Services	141.09
Smrsh	Services	3,879.00

SmthPsych	Services	200.00
StOfWyoNtry	Goods	180.00
StOfWyo	Services	18,759.29
StellrPrgrmng	Services	7,323.75
StrlngInfosystms	Services	1,900.61
SummitElctrc	Services	3,786.09
TBrunk	Goods	224.40
TMarkovich	Reimb	1,381.71
TheWash	Services	41.16
ThomsnReutrs	Goods	993.42
TopOffc	Goods	717.87
TrnsUnionRsk	Services	183.80
TriStOilReclm	Services	736.50
Unifrms2Gear	Goods	5,538.38
UnitedWayOfNC	Services	946.94
UnvrstyOfWyo	Services	400.00
UrgntCareOfCspr	Services	56.00
VrznWrsls	Services	1,131.67
VRC	Services	302.09
WardwlWtr	Goods	35.95
WtrTech	Goods	19,742.00
WbrStUnvrsty	Services	8,975.00
WstPlainsEngnrng	Services	4,050.00
WstrnMdclAssc	Services	6,625.00
WstlndPrk	Services	2,009.21
WrdElctrc	Services	45,324.14
WrldwdIndstrs	Services	186,859.77
WyoFinanPrpts	Services	6,025.31
Wyo1stAid	Goods	54.95
WyoPoliceSrvcDogAssc	Dues	240.00
WyoStGolf	Services	4,530.00
WyoSteel&Rcycling	Goods	2,200.67
Xerox	Goods	295.59
ZakTool	Goods	994.50
Total		2,110,139.55

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council were: Craig Sheets, regarding various issues.

6. NON-CONSENT RESOLUTION

Following resolution read:

RESOLUTION NO. 22-95

A RESOLUTION TO EXECUTE A WARRANTY DEED WITH THE NATRONA COUNTY SCHOOL DISTRICT TO TRANSFER A PORTION OF HIGHLAND PARK, INCLUDING EXISTING TENNIS COURTS, FROM THE CITY OF CASPER TO NATRONA COUNTY SCHOOL DISTRICT.

Councilmember Pollock presented the foregoing resolution for adoption. Seconded by Councilmember Sutherland. City Manager Napier provided a brief report.

Council discussed the item and City Manager Napier responded to questions regarding costs of resurfacing the tennis courts and maintenance of the courts moving forward. Motion passed.

7.A.1. PUBLIC HEARING - RESOLUTION

Mayor Pacheco opened the public hearing for the consideration of a resolution for the third amendment to the current budget for the fiscal year ending June 30, 2022.

City Attorney Henley entered two (2) exhibits: correspondence from Jill Johnson to J. Carter Napier, dated June 16, 2022; and an affidavit of publication, as published in the Casper Star Tribune, dated June 14, 2022. City Manager Napier provided a brief report.

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

Following resolution read:

RESOLUTION NO. 22-96

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022 (THIRD AMENDMENT TO THE ORIGINAL ADOPTED BUDGET).

Councilmember Pollock presented the foregoing resolution for adoption. Seconded by Vice Mayor Freel. Motion passed.

7.A.2. PUBLIC HEARING - RESOLUTION

Mayor Pacheco opened the public hearing for the consideration of a resolution making appropriations of fund for Fiscal Year 2022 to 2023.

City Attorney Henley entered two (2) exhibits: correspondence from Jill Johnson to J. Carter Napier, dated June 2, 2022; and an affidavit of publication, as published in the Casper Star Tribune, dated June 14, 2022. City Manager Napier provided a brief report.

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

Following resolution read:

RESOLUTION NO. 22-97  
A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO  
COVER EXPENDITURES OF THE CITY OF CASPER,  
WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2022 TO  
JUNE 30, 2023.

Councilmember Engebretsen presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. Motion passed.

7.B.1. PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of changes to Eagle Valley Addition No. 2.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 3, 2022; and an affidavit of publication, as published in the Casper-Star Tribune, dated June 3, 2022. City Manager Napier provided a brief report.

Speaking in support was Ben Hansuld, 128 E 27<sup>th</sup> St.

There was no one to speak in opposition.

There being no others to speak for or against the issues involving Eagle Valley Addition No. 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 10-22  
AN ORDINANCE APPROVING A VACATION, REPLAT,  
SUBDIVISION AGREEMENT AND ZONE CHANGE TO  
CREAT THE EAGLE VALLEY ADDITION NO. 2.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Sutherland. Councilmember Cathey asked questions regarding communications from WYDOT about the speed limit on Casper Mtn Rd, and City Manager Napier responded that WYDOT has been willing to work with the City on this issue, and a recommendation may come forward to Council to change the speed limit. Councilmember Engebretsen and Vice Mayor Freel abstained from voting. Motion passed.

7.C.1. PUBLIC HEARING - MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of the issuance of Special Malt Beverage Permit No. 1, to H.A. Baseball, LLC, d.b.a. Casper Horseheads Baseball Club, located at 330 Kati Lane.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated June 8, 2022; an affidavit of publication, as published in the Casper-Star Tribune, dated June 14, 2022; an affidavit of website publication, as published on the City of Casper website, dated June 8, 2022; and the liquor license application filed May 26, 2022. City Manager Napier provided a brief report.



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

Moved by Councilmember Sutherland, seconded by Councilmember Engebretsen, to, by minute action, authorize the issuance of Special Malt Beverage Permit No. 1. Councilmember Pollock abstained from voting. Motion passed.

7.C.2. PUBLIC HEARING - MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of the issuance of Bar & Grill License No. 13, to Childs, Corp., d.b.a. La Cocina Mexican Restaurant, located at 4110 Centennial Hills Blvd.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated June 8, 2022; an affidavit of publication, as published in the Casper-Star Tribune, dated June 14, 2022; an affidavit of website publication, as published on the City of Casper website, dated June 8, 2022; and the liquor license application filed May 24, 2022. City Manager Napier provided a brief report.

Speaking in support were: Jim Childs, 4110 Centennial Hills Blvd; Andrea Childs, 4110 Centennial Hills Blvd; Pat Sweeney, 951 N Kimball; Jack Linhart, 2100 Miracle Drive; Charlie Shopp, 1235 Donegal; Martin Axlund, 2171 W 40<sup>th</sup> St; and Greg Dixon, 300 Country Club Road.

There was no one to speak in opposition.

There being no others to speak for or against the issues involving Bar & Grill License No. 13, the public hearing was closed.

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action, authorize the issuance of Bar & Grill License No. 13. Councilmember Pollock abstained from voting. Motion passed.

8. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 9-22  
AN ORDINANCE AMENDING SECTIONS 10.36.010 AND  
10.36.020 OF CHAPTER 10.36 PARKING, OF THE CASPER  
MUNICIPAL CODE.

Councilmember Pollock presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Engebretsen.

Individuals addressing the Council were: Bruce Dingle, 1617 S Poplar St.

Councilmembers discussed the purpose of the permit. Councilmembers asked questions regarding the prohibition of mechanical work on the parkway, and City Manager Napier explained the purpose of this language. He also explained that it is typical in Wyoming communities for areas like the parkways to be owned by the City but maintained by the property owner.

Moved by Councilmember Cathey, seconded by Councilmember Pollock to amend section 10.36.020 to read the following: parkway parking is prohibited where 12-foot travel lanes and 8-foot parking lanes can be maintained. In essence, parkway parking will be prohibited if there is at least a 40-foot-wide travel area. Vice Mayor Freel voted nay. Motion passed.

Council voted on the ordinance, as amended, on second reading. Vice Mayor Freel voted nay. Motion passed.

9.A. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 5-22  
AN ORDINANCE AMENDING CHAPTER 5.24 – HOTELS &  
ROOMINGHOUSES, OF THE CASPER MUNICIPAL CODE.

Councilmember Cathey presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Engebretsen. Revisions to the ordinance included updating outdated language and changing license fees. The changes were made in Sections 5.24.010, 5.24.020, 5.24.030, 5.24.040, 5.24.050, 5.24.060, 5.24.070, 5.24.080, 5.24.090, 5.24.100, and 5.24.110.

There being no citizens to speak regarding the ordinance, and no discussion or amendments, motion passed.

9.B. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 6-22  
AN ORDINANCE AMENDING SECTION 10.36.031 OF THE  
CASPER MUNICIPAL CODE – MOBILE VENDOR PARKING.

Councilmember Engebretsen presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Pollock. Revisions to the ordinance included updating language to accurately reflect Chapter 8.04 – Businesses Affecting Public Health, and adding designated parking lots to the permit area.

There being no citizens to speak regarding the ordinance, and no discussion or amendments, motion passed.

9.C. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 7-22  
AN ORDINANCE APPROVING A VACATION, REPLAT AND  
SUBDIVISION AGREEMENT TO CREATE THE  
KENSINGTON HEIGHT ADDITION NO. 5 SUBDIVISION IN  
THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Tract A, Kensington Heights Addition No. 4, to create the Kensington Heights Addition No. 5, located south of Centennial Village Drive and east of Wyoming Boulevard; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which

will be approved with the vacation/replat upon third reading of this ordinance; and,  
WHEREAS, this vacation and replat require approval by ordinance, following a public hearing;  
and,

WHEREAS, after a public hearing on April 21, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation and replat, with conditions; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Kensington Heights Addition No. 5 Subdivision is hereby approved.

SECTION 2:

Kensington Heights Addition No. 5 Subdivision Agreement is hereby approved, with the recommended conditions from the Planning and Zoning Commission incorporated; and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

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 17th day of May, 2022.

PASSED on 2nd reading the 7th day of June, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21<sup>st</sup> day of June, 2022.

Councilmember Pollock presented the foregoing ordinance for approval, on third reading.  
Seconded by Councilmember Sutherland.

There were no citizens to speak regarding the ordinance, and no discussion or amendments.  
Councilmember Engebretsen and Vice Mayor Freel abstained from voting. Motion passed.

9.D. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 8-22

AN ORDINANCE APPROVING A VACATION, REPLAT,  
SUBDIVISION AGREEMENT, AND ZONE CHANGE TO  
CREATE THE HARMONY HILLS ADDITION NO. 4  
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 7-13, 27-29 and Portions of Lots 6, 14 and 26, Sunrise Hills No. 3 Addition, and a Portion of Tract C, Sunrise Hills No. 12 Addition, to create the Harmony Hills Addition No. 4, located east of South Poplar Street and south of Yesness Court; and,

WHEREAS an application has been made to rezone proposed Lots 6-17, Harmony Hills Addition No. 4, from C-2 (General Business) to R-2 (One Unit Residential); and,

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

WHEREAS, this vacation, platting and rezoning requires approval by ordinance, following a

public hearing; and,

WHEREAS, after a public hearing on April 21, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change, vacation and replat, with conditions; and,

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

The vacation and replat creating Harmony Hills Addition No. 4 Subdivision is hereby approved.

SECTION 2:

The Harmony Hills Addition No. 4 Subdivision Agreement is hereby approved, with the recommended conditions from the Planning and Zoning Commission incorporated; and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

The rezoning of Lots 6-17, Harmony Hills Addition No. 4 to R-2 (One Unit Residential) is hereby approved.

SECTION 4:

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

PASSED on 1st reading the 17th day of May, 2022.

PASSED on 2nd reading the 7th day of June, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21<sup>st</sup> day of June, 2022.

Councilmember Cathey presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Pollock.

There were no citizens to speak regarding the ordinance, and no discussion or amendments. Councilmember Engebretsen and Vice Mayor Freel abstained from voting. Motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-98

A RESOLUTION APPROVING THE VACATION AND REPLAT OF TRACT A, AND LOTS 8-37 IN THE WOLF CREEK NINE ADDITION, TO CREAT THE GREYSTONE AT WOLF CREEK SUBDIVISION.

RESOLUTION NO. 22-99

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND HDR ENGINEERING, INC., FOR THE WESTERN GATEWAY CORRIDOR ENHANCEMENT STUDY: PHASE 1.

RESOLUTION NO. 22-100

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE TELECOMMUNICATIONS RIGHT-OF-WAY USE

AGREEMENT BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (DBA RANGE), AND THE CITY OF CASPER.

RESOLUTION NO. 22-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SYNERGY PAITING, LLC, FOR THE SOLID WASTE BUILDINGS PAINTING PROJECT NO. 21-047.

RESOLUTION NO. 22-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE HIGHLAND PARK STORM SEWER REPLACEMENT – 12<sup>TH</sup> TO FARNUM, PROJECT NO. 21-069.

RESOLUTION NO. 22-103

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH PEAK ENGINEERING TECHNOLOGIES, FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION, FOR CONSTRUCTION OF LINED LANDFILL CELL 5 AND LEACHATE COLLECTION SYSTEM ENCLOSURES AT THE CASPER REGIONAL LANDFILL.

RESOLUTION NO. 22-104

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH SWI, LLC, FOR THE SOLID WASTE ENTRANCE GATE, PROJECT NO. 21-046.

RESOLUTION NO. 22-105

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH MODERN ELECTRIC, CO., FOR A PRICE INCREASE AND TIME EXTENSION AS PART OF THE CPU GENERATOR REPLACEMENTS PROJECT.

RESOLUTION NO. 22-106

A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH LANNIE FLADELAND FOR THE PARADISE VALLEY TO ROBERTSON ROAD TRAIL, PROJECT NO. 19-074.

RESOLUTION NO. 22-107

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH – PHASE I.

RESOLUTION NO. 22-108

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH – PHASE II.

RESOLUTION NO. 22-109

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH THYSSENKRUPP ELEVATOR (TKE) CORPORATION TO ADD CASPER BUSINESS CENTER TO ELEVATOR MAINTENANCE AGREEMENT.

RESOLUTION NO. 22-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2022 STORM SEWER UPGRADES – 1<sup>ST</sup> STREET BRIDGE TO BNSF BRIDGE, PROJECT NO. 22-029.

RESOLUTION NO. 22-111

A RESOLUTION AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR ON BEHALF OF THE CITY OF CASPER.

RESOLUTION NO. 22-112

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MELGAARD CONSTRUCTION COMPANY, INC, FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, EARTHWORK AND CONSTRUCTION OF LEACHATE COLLECTION AND CONTROL SYSTEM ENCLOSURES, PROJECT NO. 21-012.

RESOLUTION NO. 22-113

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NORTHWEST LINING AND GEOTEXTILE PRODUCTS, INC., FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, GEOSYNTHETICS, PROJECT NO. 21-012.

RESOLUTION NO. 22-114

A RESOLUTION APPROVING THE CITY OF CASPER'S TITLE VI PROGRAM AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AND AUTHORIZED BY THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SEQ.

RESOLUTION NO. 22-115

A RESOLUTION AUTHORIZING ACCEPTANCE OF A  
GRANT FROM THE NORTH PLATTE RIVER FOUNDATION

Councilmember Johnson presented the foregoing eighteen (18) resolutions for adoption. Seconded by Councilmember Sutherland. Councilmember Engebretsen and Vice Mayor Freel abstained from voting on Resolution No. 22-98. Motion passed.

11.A. MINUTE ACTION-- CONSENT

Moved by Vice Mayor Freel, seconded by Councilmember Pollock, to, by consent minute action:

1. Authorize the discharge of \$267,178.21 of uncollectible accounts receivable balances;
2. Authorize the purchase of one (1) new mid-size police interceptor utility vehicle, in the total amount of \$47,009.00 for use by the Casper Police Department;
3. Authorize the purchase of one (1) new light duty pickup truck, crew cab, short bed 4x4 in the total amount of \$36,842, before trade, for use by the Athletics Division of the Parks, Recreation, & Public Facility Department;
4. Authorize the purchase of one (1) new one-ton pickup truck, extended cab, with service body and crane in the total amount of \$93,026, before trade, for use by the Sanitary Sewer/Stormwater Division of the Public Services Department; and
5. Reject all bids received for the Paradise Valley to Robertson Road Trail, Project No. 19-074.

Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

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

13. ADJOURN INTO EXECUTIVE SESSION

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 28, 2022, in the Council Meeting Room; and a Regular Council Meeting to be held at 6:00 p.m., Tuesday, July 5, 2022, in the Council Chambers.

At 7:40 p.m., it was moved Councilmember Cathey, seconded by Vice Mayor Freel, to adjourn into executive session to discuss potential litigation. Motion passed. Council moved into the Council Meeting Room.

At 7:57 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Sutherland, to adjourn the executive session. Motion passed.

14. ADJOURNMENT

The meeting was opened to the public. At 7:58 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Freel, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



# City of Casper - Bills and Claims for July 05, 2022

## 0970 CED

0970 CED	Traffic Control	Roll of signal wire and tape	\$611.76
<i>0970 CED - Total For Traffic Control</i>			<i>\$611.76</i>
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$611.76</b>

## 2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Balefill - Disposal & Landfill	IRRIGATION SUPPLIES FOR TREES	\$33.87
<i>2530 - CPS DSTRBTRS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$33.87</i>
2530 - CPS DSTRBTRS	Cemetery	IRRIGATION MATERIALS FOR CEMETERY GRO	\$611.45
<i>2530 - CPS DSTRBTRS - Total For Cemetery</i>			<i>\$611.45</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Christmas Lights	\$1,796.00
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$1,796.00</i>
<b>2530 - CPS DSTRBTRS - ALL DEPARTMENTS</b>			<b>\$2,441.32</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Derington Addition Watermain R	\$59,360.28
71 CONSTRUCTION, INC - Total For Capital Projects Fund			\$59,360.28
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,238.80
71 CONSTRUCTION, INC	Streets	1/2 Hot Mix Asphalt	\$465.88
71 CONSTRUCTION, INC - Total For Streets			\$1,704.68
71 CONSTRUCTION, INC	Water Distribution	Derington Addition Watermain R	\$197,534.06
71 CONSTRUCTION, INC - Total For Water Distribution			\$197,534.06
71 CONSTRUCTION, INC	Water Revenue and Transfers Retainage - contract #22300176		\$13,520.76
71 CONSTRUCTION, INC - Total For Water Revenue and Transfers			\$13,520.76
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$272,119.78

## A1 NATIONAL FIRE CO

A1 NATIONAL FIRE CO	Fire-EMS Operations	Summit semi annual service at stations 1 and	\$491.50
<i>A1 NATIONAL FIRE CO - Total For Fire-EMS Operations</i>			<i>\$491.50</i>
<b>A1 NATIONAL FIRE CO - ALL DEPARTMENTS</b>			<b>\$491.50</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Mowing & trimming services	\$191.03
AAA LANDSCAPING - Total For Code Enforcement			\$191.03
AAA LANDSCAPING - ALL DEPARTMENTS			\$191.03

## ACTION GLASS INC

ACTION GLASS INC	Buildings & Structures Fund	Replacement glass for Hogadon Lodge - Acti	\$280.00
ACTION GLASS INC - Total For Buildings & Structures Fund			\$280.00
ACTION GLASS INC - ALL DEPARTMENTS			\$280.00

## ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Ball order	\$702.00
ACUSHNET COMPANY - Total For Golf			\$702.00
ACUSHNET COMPANY - ALL DEPARTMENTS			\$702.00

## AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Heating repairs	\$330.00
AIR INNOVATIONS - Total For Balefill - Disposal & Landfill			\$330.00
AIR INNOVATIONS - ALL DEPARTMENTS			\$330.00

## ALBERTSONS #0062

ALBERTSONS #0062	Balefill - Diversion & Special	EMPLOYEE LAST DAY	\$52.93
ALBERTSONS #0062 - Total For Balefill - Diversion & Special			\$52.93
ALBERTSONS #0062	Fire-EMS Administration	Supplies for ceremony	\$5.49
ALBERTSONS #0062 - Total For Fire-EMS Administration			\$5.49
ALBERTSONS #0062	Fire-EMS Operations	Cake for promotional ceremony	\$54.98
ALBERTSONS #0062	Fire-EMS Operations	Supplies for ceremony	\$60.65
ALBERTSONS #0062 - Total For Fire-EMS Operations			\$115.63
ALBERTSONS #0062	Rec Center - Operations	cooking class supplies including peanut butte	\$31.68
ALBERTSONS #0062 - Total For Rec Center - Operations			\$31.68
ALBERTSONS #0062 - ALL DEPARTMENTS			\$205.73

## ALL CREATURES VETERI

ALL CREATURES VETERI	Metro Animal Shelter	DOCTORS, PHYSICIANS	\$6.00
<i>ALL CREATURES VETERI - Total For Metro Animal Shelter</i>			<i>\$6.00</i>
<b>ALL CREATURES VETERI - ALL DEPARTMENTS</b>			<b>\$6.00</b>

## ALLIANCE COMMUNICATI

ALLIANCE COMMUNICATI	Parking Fund	Secure conduit	\$250.00
<i>ALLIANCE COMMUNICATI - Total For Parking Fund</i>			<i>\$250.00</i>
<b>ALLIANCE COMMUNICATI - ALL DEPARTMENTS</b>			<b>\$250.00</b>

## ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$150.28
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$404.00</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$572.10</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$220.12</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$137.77
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$137.77</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$120.72</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$152.38
<i>ALSCO - Total For WWTP Operations</i>			<i>\$152.38</i>

**ALSCO - ALL DEPARTMENTS**

\$1,607.09

**AMAZON.COM 134YD7SS2**

AMAZON.COM 134YD7SS2	Aquatics - Operations	Tool Box for Ace	\$74.99
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AMAZON.COM 134YD7SS2 - Total For Aquatics - Operations			\$74.99
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<b>AMAZON.COM 134YD7SS2 - ALL DEPARTMENTS</b>			<b>\$74.99</b>
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**AMAZON.COM 1L6RI6KN0**

AMAZON.COM 1L6RI6KN0	Aquatics - Pool	Hydrostatic Relief Valve for PV Pool	\$81.64
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AMAZON.COM 1L6RI6KN0 - Total For Aquatics - Pool			\$81.64
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<b>AMAZON.COM 1L6RI6KN0 - ALL DEPARTMENTS</b>			<b>\$81.64</b>
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**AMAZON.COM 1R1ZP3NC1**

AMAZON.COM 1R1ZP3NC1	Aquatics - Pool	Respirators for Managers	\$987.60
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AMAZON.COM 1R1ZP3NC1 - Total For Aquatics - Pool			\$987.60
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<b>AMAZON.COM 1R1ZP3NC1 - ALL DEPARTMENTS</b>			<b>\$987.60</b>
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**AMAZON.COM 1X4HY01N2**

AMAZON.COM 1X4HY01N2	Fire-EMS Administration	Functional Fire Company Book	\$56.40
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AMAZON.COM 1X4HY01N2 - Total For Fire-EMS Administration			\$56.40
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<b>AMAZON.COM 1X4HY01N2 - ALL DEPARTMENTS</b>			<b>\$56.40</b>
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**AMAZON.COM CF47G2LG3**

AMAZON.COM CF47G2LG3	Balefill - Diversion & Special	SHELVING FOR SWF RESTROOM	\$91.58
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AMAZON.COM CF47G2LG3 - Total For Balefill - Diversion & Special			\$91.58
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<b>AMAZON.COM CF47G2LG3 - ALL DEPARTMENTS</b>			<b>\$91.58</b>
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**AMAZON.COM OM46W7P03**

AMAZON.COM OM46W7P03	Police Career Services	BOOK STORES	\$540.00
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AMAZON.COM OM46W7P03 - Total For Police Career Services			\$540.00
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**AMAZON.COM OM46W7P03 - ALL DEPARTMENTS**

\$540.00

**AMAZON.COM V63322793**

AMAZON.COM V63322793	Aquatics - Operations	First Aid Supplies	\$19.64
AMAZON.COM V63322793 - Total For Aquatics - Operations			\$19.64
AMAZON.COM V63322793	Aquatics - Pool	First Aid Supplies	\$14.72
AMAZON.COM V63322793 - Total For Aquatics - Pool			\$14.72
<b>AMAZON.COM V63322793 - ALL DEPARTMENTS</b>			<b>\$34.36</b>

**AMERICAN RED CROSS**

AMERICAN RED CROSS	Aquatics - Operations	WSI Certifications	\$80.00
AMERICAN RED CROSS - Total For Aquatics - Operations			\$80.00
AMERICAN RED CROSS	Aquatics - Pool	WSI Certifications	\$80.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certifications	\$246.00
AMERICAN RED CROSS - Total For Aquatics - Pool			\$326.00
<b>AMERICAN RED CROSS - ALL DEPARTMENTS</b>			<b>\$406.00</b>

**AMERIGAS - CASPER**

AMERIGAS - CASPER	Balefill - Diversion & Special	Propane	\$308.88
AMERIGAS - CASPER - Total For Balefill - Diversion & Special			\$308.88
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$308.88</b>

**AMERI-TECH EQUIPMENT**

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Vehicle repair / service	\$1,445.22
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$1,548.76
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Vehicle repair / service	\$2,460.35
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$1,637.42
AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund			\$7,091.75
AMERI-TECH EQUIPMENT	Refuse - Commercial	Equipment repair	\$1,082.00
AMERI-TECH EQUIPMENT	Refuse - Commercial	Equipment repair	\$702.50
AMERI-TECH EQUIPMENT - Total For Refuse - Commercial			\$1,784.50
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$8,876.25</b>

## AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Refund for Broken Sunscreen	(\$268.45)
AMZN Mktp US	Aquatics - Operations	Rescue Masks for Staff	\$157.80
AMZN Mktp US	Aquatics - Operations	Lanyards for Staff	\$44.99
AMZN Mktp US	Aquatics - Operations	First Aid Supplies	\$13.80
AMZN Mktp US	Aquatics - Operations	Recreation Division Laminator Sheets	\$20.99
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>(\$30.87)</i>
AMZN Mktp US	Aquatics - Pool	Alcohol Wipes for Outdoor Pools	\$40.11
AMZN Mktp US	Aquatics - Pool	New Pool Outlet Fitting for Mike Sedar	\$88.32
AMZN Mktp US	Aquatics - Pool	Net for Mike Sedar Play Structure	\$135.97
AMZN Mktp US	Aquatics - Pool	Ladder Cover Plates for Mike Sedar	\$25.98
AMZN Mktp US	Aquatics - Pool	Play Money for Training Staff	\$20.98
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$311.36</i>
AMZN Mktp US	Balefill - Disposal & Landfill	TRAIL CAM	\$56.94
AMZN Mktp US	Balefill - Disposal & Landfill	RECEIPT BOOK	\$26.44
AMZN Mktp US	Balefill - Disposal & Landfill	VACUUM FOR MILLER HOUSE	\$285.98
<i>AMZN Mktp US - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$369.36</i>
AMZN Mktp US	Balefill - Diversion & Special	MOUSE CHARGE CORD FOR SWF	\$13.98
AMZN Mktp US	Balefill - Diversion & Special	PLASTIC TOTES FOR SWF	\$56.70
<i>AMZN Mktp US - Total For Balefill - Diversion &amp; Special</i>			<i>\$70.68</i>
AMZN Mktp US	Fire-EMS Prevent & Inspect	8K Panorama Camera for investigatons	\$394.99
<i>AMZN Mktp US - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$394.99</i>
AMZN Mktp US	Ice Arena - Operations	Recreation Division Laminator Sheets	\$6.99
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$6.99</i>
AMZN Mktp US	Police Investigations	BOOK STORES	\$17.84
<i>AMZN Mktp US - Total For Police Investigations</i>			<i>\$17.84</i>
AMZN Mktp US	Rec Center - Admin	Recreation Division Laminator Sheets	\$14.00
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$14.00</i>
AMZN Mktp US	Rec Center - Classes	Class Supplies Babysitting Clinic	\$44.72
AMZN Mktp US	Rec Center - Classes	Summer Camp Supplies Reward Stickers	\$29.97
AMZN Mktp US	Rec Center - Classes	Membership Card Supplies	\$138.66
AMZN Mktp US	Rec Center - Classes	Camp supplies, gloves	\$21.73
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$235.08</i>
AMZN Mktp US	Rec Center - Operations	Recreation Division Laminator Sheets	\$17.50
AMZN Mktp US	Rec Center - Operations	Deposit Bags	\$24.49

AMZN Mktp US	Rec Center - Operations	Summer Camp Crafts	\$130.09
AMZN Mktp US	Rec Center - Operations	Deposit Bags	\$24.89
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$196.97</i>
AMZN Mktp US	Rec Center - Sports Programs	Recreation Division Laminator Sheets	\$10.50
<i>AMZN Mktp US - Total For Rec Center - Sports Programs</i>			<i>\$10.50</i>
AMZN Mktp US	Weed & Pest Fund	PH pen	\$95.66
<i>AMZN Mktp US - Total For Weed &amp; Pest Fund</i>			<i>\$95.66</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$1,692.56</b>

## ANC NEWSPAPERS.COM

ANC NEWSPAPERS.COM	Ft. Caspar Museum	Membership in Newspapers.com	\$29.95
<i>ANC NEWSPAPERS.COM - Total For Ft. Caspar Museum</i>			<i>\$29.95</i>
<b>ANC NEWSPAPERS.COM - ALL DEPARTMENTS</b>			<b>\$29.95</b>

## APPLE COMPUTER, INC.

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

## APPLIED CONCEPTS

APPLIED CONCEPTS	Capital Projects Fund	9 Moving Radar Systems	\$19,905.75
<i>APPLIED CONCEPTS - Total For Capital Projects Fund</i>			<i>\$19,905.75</i>
<b>APPLIED CONCEPTS - ALL DEPARTMENTS</b>			<b>\$19,905.75</b>

## AT & T CORP

AT & T CORP	Code Enforcement	Acct #287298906028	\$433.04
<i>AT &amp; T CORP - Total For Code Enforcement</i>			<i>\$433.04</i>
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$516.48
<i>AT &amp; T CORP - Total For Fire-EMS Administration</i>			<i>\$516.48</i>
AT & T CORP	Police Administration	Acct #287279602134	\$15,241.85
<i>AT &amp; T CORP - Total For Police Administration</i>			<i>\$15,241.85</i>
AT & T CORP	Public Transit - CARES Act	Acct #287306431868	\$291.16
<i>AT &amp; T CORP - Total For Public Transit - CARES Act</i>			<i>\$291.16</i>



AT & T CORP	Sewer Wastewater Collection Acct #287295228508	\$160.16
<i>AT &amp; T CORP - Total For Sewer Wastewater Collection</i>		<i>\$160.16</i>
AT & T CORP	Streets Acct #287294643026	\$200.20
<i>AT &amp; T CORP - Total For Streets</i>		<i>\$200.20</i>
<b>AT &amp; T CORP - ALL DEPARTMENTS</b>		<b>\$16,842.89</b>

## ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Traffic Control	Miscellaneous Item	\$19,509.68
ATLANTIC ELECTRIC, I	Traffic Control	Removal of school zone poles	\$202.50
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			<i>\$19,712.18</i>
<b>ATLANTIC ELECTRIC, I - ALL DEPARTMENTS</b>			<b>\$19,712.18</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Aquatics - Operations	Recreation Division Copy Paper Supply	\$95.98
<i>ATLAS OFFICE PRODUCT - Total For Aquatics - Operations</i>			<i>\$95.98</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$23.87
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			<i>\$23.87</i>
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$367.50
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$367.50</i>
ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$14.33
ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$20.82
ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$987.06
ATLAS OFFICE PRODUCT	Code Enforcement	Office supplies	\$70.62
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			<i>\$1,092.83</i>
ATLAS OFFICE PRODUCT	Engineering	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	(\$128.19)
ATLAS OFFICE PRODUCT	Engineering	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$18.95
ATLAS OFFICE PRODUCT	Engineering	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$181.98
ATLAS OFFICE PRODUCT	Engineering	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$99.84
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$172.58</i>
ATLAS OFFICE PRODUCT	Finance	MICRO TONER	\$392.67
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$392.67</i>
ATLAS OFFICE PRODUCT	Fire-EMS Prevent & Inspect	Standing desk for Fire Chief's office	\$269.00
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$269.00</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Accounting -- book to keep track of transacti	\$4.54

ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Box of pencils	\$10.08
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Ink cartridge and markers	\$147.73
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$162.35</i>
ATLAS OFFICE PRODUCT	General Fund Revenue	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	(\$92.70)
<i>ATLAS OFFICE PRODUCT - Total For General Fund Revenue</i>			<i>(\$92.70)</i>
ATLAS OFFICE PRODUCT	Ice Arena - Operations	Recreation Division Copy Paper Supply	\$95.97
<i>ATLAS OFFICE PRODUCT - Total For Ice Arena - Operations</i>			<i>\$95.97</i>
ATLAS OFFICE PRODUCT	Information Services	Plotter toner	\$354.21
ATLAS OFFICE PRODUCT	Information Services	Plotter toner	\$118.07
ATLAS OFFICE PRODUCT	Information Services	Pens	\$13.26
ATLAS OFFICE PRODUCT	Information Services	Plotter paper, copy paper, lanyards, wrist res	\$301.42
ATLAS OFFICE PRODUCT	Information Services	Plotter paper, copy paper, lanyards, wrist res	\$96.17
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$883.13</i>
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	Office supplies	\$823.02
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			<i>\$823.02</i>
ATLAS OFFICE PRODUCT	Planning	Office supplies	\$281.11
ATLAS OFFICE PRODUCT	Planning	Office supplies	\$111.96
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			<i>\$393.07</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$7.96
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$70.15
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$44.83
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$399.90
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$522.84</i>
ATLAS OFFICE PRODUCT	Police Traffic Enforcement	Office supplies	\$86.07
<i>ATLAS OFFICE PRODUCT - Total For Police Traffic Enforcement</i>			<i>\$86.07</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Office supplies	\$266.17
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$266.17</i>
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$8.03
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$797.82
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$28.63
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - Operations</i>			<i>\$834.48</i>
ATLAS OFFICE PRODUCT	Rec Center - Admin	Recreation Division Copy Paper Supply	\$95.98
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Admin</i>			<i>\$95.98</i>
ATLAS OFFICE PRODUCT	Rec Center - Operations	Recreation Division Copy Paper Supply	\$95.98
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			<i>\$95.98</i>
ATLAS OFFICE PRODUCT	Rec Center - Sports Programs	Recreation Division Copy Paper Supply	\$95.97

<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Sports Programs</i>			\$95.97
ATLAS OFFICE PRODUCT	Refuse - Recycling	Office supplies	\$231.53
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Recycling</i>			\$231.53
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$93.94
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			\$93.94
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies; Carpet Shampoo Solution	\$31.74
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies; Pencils, Ink, Hanging Folders,	\$515.25
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies ; Air Fresheners	\$45.08
ATLAS OFFICE PRODUCT	Regional Water Operations	Credit for the Exchanging of Products	(\$39.40)
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$552.67
ATLAS OFFICE PRODUCT	Streets	John's Desk---Invoice #76142-0	\$978.62
ATLAS OFFICE PRODUCT	Streets	Desk	\$978.62
<i>ATLAS OFFICE PRODUCT - Total For Streets</i>			\$1,957.24
ATLAS OFFICE PRODUCT	Traffic Control	New desk for traffic supervisor	\$978.62
<i>ATLAS OFFICE PRODUCT - Total For Traffic Control</i>			\$978.62
ATLAS OFFICE PRODUCT	Water Distribution	Corded mouse	\$9.63
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			\$9.63
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$10,500.39</b>

## ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Fire-EMS Administration	Monthly service fee for St. 1 copier	\$18.00
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Administration</i>			\$18.00
<b>ATLAS REPRODUCTION I - ALL DEPARTMENTS</b>			<b>\$18.00</b>

## AUGUST INDUSTRIES

AUGUST INDUSTRIES	Fire-EMS Operations	Hoses and fittings for St. 1 breathing air com	\$194.28
<i>AUGUST INDUSTRIES - Total For Fire-EMS Operations</i>			\$194.28
<b>AUGUST INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$194.28</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Spray paint	\$5.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$5.99
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Spray paint	\$35.65

BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill	\$35.65
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<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>	<b>\$41.64</b>
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## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Operations	Thread Tape For Shower Head	\$11.53
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BAILEYS ACE HDWE - Total For Aquatics - Operations			\$11.53
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BAILEYS ACE HDWE	Aquatics - Pool	Plug for Marion Kreiner Filter	\$7.18
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BAILEYS ACE HDWE	Aquatics - Pool	Fasteners for Mike Sedar Lily Pads	\$12.10
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BAILEYS ACE HDWE	Aquatics - Pool	Supplies to Paint Wading Pools	\$37.16
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BAILEYS ACE HDWE - Total For Aquatics - Pool			\$56.44
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BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC PM Supplies for Rec Center - Baileys Ac	\$29.97
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BAILEYS ACE HDWE - Total For Buildings & Structures Fund			\$29.97
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BAILEYS ACE HDWE	Fire-EMS Operations	Caulking for St. 1	\$4.59
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BAILEYS ACE HDWE - Total For Fire-EMS Operations			\$4.59
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BAILEYS ACE HDWE	Parks - Athletic Maint.	Putty Knife, Wall Scraper all for Tennis Court	\$38.96
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BAILEYS ACE HDWE - Total For Parks - Athletic Maint.			\$38.96
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BAILEYS ACE HDWE	Rec Center - Sports Programs	Floor Squeegee for Tennis Court Crack Repai	\$26.99
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BAILEYS ACE HDWE - Total For Rec Center - Sports Programs			\$26.99
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BAILEYS ACE HDWE	Traffic Control	Supplies to cover grate at Casper Business Ce	\$28.56
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BAILEYS ACE HDWE - Total For Traffic Control			\$28.56
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BAILEYS ACE HDWE	WWTP Operations	BATTERIES, HOSE FITTINGS	\$47.52
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BAILEYS ACE HDWE	WWTP Operations	3PK GATE LOCKS	\$33.99
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BAILEYS ACE HDWE - Total For WWTP Operations			\$81.51
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<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>	<b>\$278.55</b>
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## BANNERBUZZ

BANNERBUZZ	Aquatics - Operations	Banners for PV, Marion Kreiner, Washington	\$33.23
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BANNERBUZZ	Aquatics - Operations	Banners for PV, Marion Kreiner, Washington	\$44.71
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BANNERBUZZ - Total For Aquatics - Operations			\$77.94
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<b>BANNERBUZZ - ALL DEPARTMENTS</b>	<b>\$77.94</b>
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## BARGREEN ELLINGSON

BARGREEN ELLINGSON	Public Transit - Operations	Paper towels	\$106.49
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BARGREEN ELLINGSON - Total For Public Transit - Operations	\$106.49
<b>BARGREEN ELLINGSON - ALL DEPARTMENTS</b>	<b>\$106.49</b>

## BATTERIES+BULBS

BATTERIES+BULBS	Buildings & Structures Fund	Lighting supplies for Fire Station 6 - Batteries	\$13.35
BATTERIES+BULBS - Total For Buildings & Structures Fund			\$13.35
<b>BATTERIES+BULBS - ALL DEPARTMENTS</b>			<b>\$13.35</b>

## BEER, VICTOR

BEER, VICTOR	Water Revenue and Transfers		\$383.01
BEER, VICTOR - Total For Water Revenue and Transfers			\$383.01
<b>BEER, VICTOR - ALL DEPARTMENTS</b>			<b>\$383.01</b>

## BENTZ'S TOWN PUMP

BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Fuel	\$11.46
BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Fuel	\$17.49
BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Fuel	\$21.47
BENTZ'S TOWN PUMP	Fleet Maintenance Fund	Fuel	\$17.26
BENTZ'S TOWN PUMP - Total For Fleet Maintenance Fund			\$67.68
<b>BENTZ'S TOWN PUMP - ALL DEPARTMENTS</b>			<b>\$67.68</b>

## BEST BUY

BEST BUY	Fire-EMS Operations	Keyboards and mouse pads	\$124.93
BEST BUY	Fire-EMS Operations	Keyboard and office supplies	\$119.97
BEST BUY - Total For Fire-EMS Operations			\$244.90
BEST BUY	Fire-EMS Prevent & Inspect	Return of USB drives	(\$89.98)
BEST BUY - Total For Fire-EMS Prevent & Inspect			(\$89.98)
BEST BUY	Fleet Maintenance Fund	BLACK TONER FOR DANS PRINTER	\$163.99
BEST BUY - Total For Fleet Maintenance Fund			\$163.99
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$318.91</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$2,383.64
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$29.00
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,412.64</i>
BLACK HILLS ENERGY	Casper Business Center	Acct #4620 7426 21	\$2,526.97
<i>BLACK HILLS ENERGY - Total For Casper Business Center</i>			<i>\$2,526.97</i>
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$1,754.16
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$375.30
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$2,129.46</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$2,961.96
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$2,961.96</i>
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$129.68
<i>BLACK HILLS ENERGY - Total For Parks - Athletic Maint.</i>			<i>\$129.68</i>
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	\$98.97
<i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i>			<i>\$98.97</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,197.00
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$1,197.00</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$11,456.68</b>

## BLAUER MANUFACTURING

BLAUER MANUFACTURING	Police Career Services	MEN'S,WOMENS'AND CHILDREN'S UNIFORM	\$174.99
<i>BLAUER MANUFACTURING - Total For Police Career Services</i>			<i>\$174.99</i>
<b>BLAUER MANUFACTURING - ALL DEPARTMENTS</b>			<b>\$174.99</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$28.34
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$166.47
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$11.05
<i>BLOEDORN LUMBER CO - Total For Buildings &amp; Structures Fund</i>			<i>\$205.86</i>
BLOEDORN LUMBER CO	Capital Projects Fund	Supplies to secure Washington Baseball - Blo	\$95.90
BLOEDORN LUMBER CO	Capital Projects Fund	HVAC PM Supplies for Ash St Bldg - Bloedorn	\$29.49
<i>BLOEDORN LUMBER CO - Total For Capital Projects Fund</i>			<i>\$125.39</i>
BLOEDORN LUMBER CO	WWTP Operations	WINDOW PUTTY	\$8.09
<i>BLOEDORN LUMBER CO - Total For WWTP Operations</i>			<i>\$8.09</i>

**BLOEDORN LUMBER CO - ALL DEPARTMENTS**

\$339.34

**BRENNTAG PACIFIC, IN**

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Bulk Chemicals	\$13,813.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Bulk Chemical Delivery - Bren	\$13,642.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Bulk Chemical Delivery - Bren	\$13,996.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals - Ferric Chloride - Brenntag	\$13,872.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag	\$13,530.60

<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			\$68,856.60
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**BRENNTAG PACIFIC, IN - ALL DEPARTMENTS**

\$68,856.60

**BRIDGEPAY NETWORK SO**

BRIDGEPAY NETWORK SO	City Clerk	CREDIT CARD FEES FOR ENRGOV CTY MGR, E	\$11.73
<i>BRIDGEPAY NETWORK SO - Total For City Clerk</i>			\$11.73

BRIDGEPAY NETWORK SO	Code Enforcement	CREDIT CARD FEES FOR ENRGOV CTY MGR, E	\$11.74
<i>BRIDGEPAY NETWORK SO - Total For Code Enforcement</i>			\$11.74

BRIDGEPAY NETWORK SO	Engineering	CREDIT CARD FEES FOR ENRGOV CTY MGR, E	\$11.73
<i>BRIDGEPAY NETWORK SO - Total For Engineering</i>			\$11.73

**BRIDGEPAY NETWORK SO - ALL DEPARTMENTS**

\$35.20

**BUILDING SYSTEMS LLC**

BUILDING SYSTEMS LLC	Capital Projects Fund	Aquatic Center Roof Decking Da	\$6,580.00
<i>BUILDING SYSTEMS LLC - Total For Capital Projects Fund</i>			\$6,580.00

**BUILDING SYSTEMS LLC - ALL DEPARTMENTS**

\$6,580.00

**CAROLINA CRISIS SOFT**

CAROLINA CRISIS SOFT	Police Federal Grants	Victim Assist Mgmt System, License, Installat	\$800.00
<i>CAROLINA CRISIS SOFT - Total For Police Federal Grants</i>			\$800.00

CAROLINA CRISIS SOFT	Police Investigations	Victim Assist Mgmt System, License, Installat	\$1,695.00
<i>CAROLINA CRISIS SOFT - Total For Police Investigations</i>			\$1,695.00

**CAROLINA CRISIS SOFT - ALL DEPARTMENTS**

\$2,495.00



## CASPER CRUDE TO RAIL

CASPER CRUDE TO RAIL	Sewer Fund		\$8,863.03
<i>CASPER CRUDE TO RAIL - Total For Sewer Fund</i>			<i>\$8,863.03</i>
CASPER CRUDE TO RAIL	Water Revenue and Transfers		\$12,892.81
<i>CASPER CRUDE TO RAIL - Total For Water Revenue and Transfers</i>			<i>\$12,892.81</i>
<b>CASPER CRUDE TO RAIL - ALL DEPARTMENTS</b>			<b>\$21,755.84</b>

## CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Baler Processing	Installation of motion sensor lighting	\$1,390.00
<i>CASPER ELECTRIC, INC - Total For Balefill - Baler Processing</i>			<i>\$1,390.00</i>
<b>CASPER ELECTRIC, INC - ALL DEPARTMENTS</b>			<b>\$1,390.00</b>

## CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	Police Career Services	MOTORCYCLE DEALERS	\$150.07
<i>CASPER MOUNTAIN MOTO - Total For Police Career Services</i>			<i>\$150.07</i>
<b>CASPER MOUNTAIN MOTO - ALL DEPARTMENTS</b>			<b>\$150.07</b>

## CASPER NATRONA COUNT

CASPER NATRONA COUNT	Social Community Services	Tax revenues (City) - June 2022	\$47,914.43
<i>CASPER NATRONA COUNT - Total For Social Community Services</i>			<i>\$47,914.43</i>
<b>CASPER NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$47,914.43</b>

## CASPER SOCCER CLUB

CASPER SOCCER CLUB	Rec Center	Overpayment refund - July soccer field usage	\$900.00
<i>CASPER SOCCER CLUB - Total For Rec Center</i>			<i>\$900.00</i>
<b>CASPER SOCCER CLUB - ALL DEPARTMENTS</b>			<b>\$900.00</b>

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$90.38
CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$93.40
CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$90.38

CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$87.36
CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$963.45
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$1,324.97</i>
<b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>			<b>\$1,324.97</b>

## CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$380.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$20.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$430.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$20.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$850.00</i>
CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$45.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$940.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Painting supplies for PD Shooting Range - Wi	\$24.36
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to install PV Pool Slide Pump - Winn	\$1,338.40
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for splash pad at 2nd & Beec	\$111.56
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to start up Mike Sedar Pool - Winnel	\$110.60
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire 1 - Winnels	\$66.37
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,651.29</i>
CASPER WINNELSON CO	Capital Projects Fund	Repair supplies for Lansing Field - Winnelson	\$226.70
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$226.70</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,877.99</b>

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Equipment repair	\$213.18
<i>CENTRAL TRUCK &amp; DIES - Total For Fleet Maintenance Fund</i>			<i>\$213.18</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$213.18</b>

## CENTURYLINK

CENTURYLINK	Casper Business Center	Acct #307-577-0851 167B	\$59.64
CENTURYLINK	Casper Business Center	Acct #307-472-4421 865B	\$70.80
<i>CENTURYLINK - Total For Casper Business Center</i>			<i>\$130.44</i>
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$496.05
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$496.05</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$164.90
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$164.90
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$150.26
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$480.06</i>
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$324.13
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$324.13</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$76.79
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$76.79</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #307-472-1129 839B	\$55.34
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$55.34</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$1,562.81</b>

## CHARTER COMMUNICATIO

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

## CHILDREN'S ADVOCACY

CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's Advo	\$8,645.81
CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's Advo	\$8,645.81
<i>CHILDREN'S ADVOCACY - Total For Capital Projects Fund</i>			<i>\$17,291.62</i>
<b>CHILDREN'S ADVOCACY - ALL DEPARTMENTS</b>			<b>\$17,291.62</b>

## CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Refund of renewal liquor license	\$1,500.00
CITIZEN PAYMENT	General Fund Revenue	N. Casper Clubhouse damage deposit refund	\$100.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			<i>\$1,600.00</i>

CITIZEN PAYMENT	Planning	Hotel reimbursement for WyoPass 6/9/22	\$139.50
CITIZEN PAYMENT	Planning	Hotel reimbursement for WyoPass 6/9/22	\$139.50
CITIZEN PAYMENT	Planning	Hotel reimbursement for WyoPass 6/9/22	\$139.50
<i>CITIZEN PAYMENT - Total For Planning</i>			<i>\$418.50</i>
CITIZEN PAYMENT	Rec Center	Complex fee refund due to round robin canc	\$835.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			<i>\$835.00</i>
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$2,853.50</b>

## CITY OF CASPER

CITY OF CASPER	Fire-EMS Operations	Landfill pass for items from St.1 Remodel	\$20.00
<i>CITY OF CASPER - Total For Fire-EMS Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Hogadon - Operations	Public garbage - baler	\$20.00
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
CITY OF CASPER	Hogadon - Operations	Balefill tickets	\$40.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$100.00</i>
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$6,713.08
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,713.08</i>
CITY OF CASPER	Public Transit - Operations	Fuel & workorder charges - May 2022	\$19,092.33
CITY OF CASPER	Public Transit - Operations	Fuel & workorder charges - May 2022	\$21,806.78
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$40,899.11</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,888.26
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,894.80
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,253.86
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,446.89
CITY OF CASPER	Refuse - Residential	Garbage baler & park trash	\$7,530.32
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper / cardboar	\$7,353.20
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$583.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,100.56
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,009.84
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,504.11
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$543.24
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,096.18
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$76,204.46</i>
CITY OF CASPER	Regional Water Operations	Alternate daily compost	\$10,549.42

CITY OF CASPER	Regional Water Operations	Alternate daily compost	\$11,854.22
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$22,403.64</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$424,121.16
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$424,121.16</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$119.88
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$154.44
CITY OF CASPER	WWTP Operations	Alternate daily compost	\$576.11
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$149.58
CITY OF CASPER	WWTP Operations	Sump sludge/honey wagon	\$113.40
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$1,113.41</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$571,574.86</b>

## CKE HOME BASE PROPER

CKE HOME BASE PROPER	Fire-EMS Prevent & Inspect	Fuel for Travel home from IAAI conference in	\$75.99
<i>CKE HOME BASE PROPER - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$75.99</i>
<b>CKE HOME BASE PROPER - ALL DEPARTMENTS</b>			<b>\$75.99</b>

## CKE POWDER RIVER PIZ

CKE POWDER RIVER PIZ	Police Career Services	EATING PLACES, RESTAURANTS	\$16.64
<i>CKE POWDER RIVER PIZ - Total For Police Career Services</i>			<i>\$16.64</i>
<b>CKE POWDER RIVER PIZ - ALL DEPARTMENTS</b>			<b>\$16.64</b>

## CLEVELAND GOLF

CLEVELAND GOLF	Golf	Merchandise/ Inventory	\$739.86
CLEVELAND GOLF	Golf	Merchandise/ Inventory	\$556.20
<i>CLEVELAND GOLF - Total For Golf</i>			<i>\$1,296.06</i>
<b>CLEVELAND GOLF - ALL DEPARTMENTS</b>			<b>\$1,296.06</b>

## CLINT SAUNDERS

CLINT SAUNDERS	Golf - Operations	professional photography	\$1,900.00
<i>CLINT SAUNDERS - Total For Golf - Operations</i>			<i>\$1,900.00</i>
<b>CLINT SAUNDERS - ALL DEPARTMENTS</b>			<b>\$1,900.00</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,809.51
CMI TECO, INC.	Refuse - Commercial	Door handle	\$72.55
CMI TECO, INC.	Refuse - Commercial	Wiper motors	\$1,012.07
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,894.13</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$5,447.48
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$5,447.48</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$9,341.61</b>

## COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$423.47
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$423.47</i>
<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$423.47</b>

## COCA COLA BOTTLING C

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

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Administration	Replacement of and mounting of a radio	\$103.00
COMMUNICATION TECHNO	Fire-EMS Administration	Invoice that was incorrectly paid twice - A cr	\$103.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$206.00</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Credit for paying an invoice twice	(\$103.00)
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>(\$103.00)</i>
COMMUNICATION TECHNO	Police Administration	Light replacement	\$353.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$353.50</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$456.50</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Fire-EMS Operations	Alarm Monitoring	\$915.00
<i>COMTRONIX, INC. - Total For Fire-EMS Operations</i>			<i>\$915.00</i>

COMTRONIX, INC.	Fire-EMS Prevent & Inspect	Fire Alarm Monitoring for stations_May 202	\$947.03
<i>COMTRONIX, INC. - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$947.03</i>
COMTRONIX, INC.	Fleet Maintenance Fund	Alarm monitoring	\$168.00
<i>COMTRONIX, INC. - Total For Fleet Maintenance Fund</i>			<i>\$168.00</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$2,030.03</b>

## CONOCO - STOP-N-GO

CONOCO - STOP-N-GO	Fire-EMS Operations	Fuel	\$61.36
<i>CONOCO - STOP-N-GO - Total For Fire-EMS Operations</i>			<i>\$61.36</i>
<b>CONOCO - STOP-N-GO - ALL DEPARTMENTS</b>			<b>\$61.36</b>

## CONTAINER COMPONENTS

CONTAINER COMPONENTS	Refuse - Commercial	Container locking bars	\$1,520.60
<i>CONTAINER COMPONENTS - Total For Refuse - Commercial</i>			<i>\$1,520.60</i>
<b>CONTAINER COMPONENTS - ALL DEPARTMENTS</b>			<b>\$1,520.60</b>

## CONVERGEONE

CONVERGEONE	City Manager	ipad and software	\$77.07
<i>CONVERGEONE - Total For City Manager</i>			<i>\$77.07</i>
CONVERGEONE	Hogadon - Admin	Auto Dialer VOIP phone for communication a	\$613.55
<i>CONVERGEONE - Total For Hogadon - Admin</i>			<i>\$613.55</i>
CONVERGEONE	Weed & Pest Fund	4 - Apple iPads with 4 Meraki systems manag	\$308.28
<i>CONVERGEONE - Total For Weed &amp; Pest Fund</i>			<i>\$308.28</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$998.90</b>

## Core & Main

Core & Main	Water Meters	30 - Meters 2	\$4,260.00
Core & Main	Water Meters	2 - 1 1/2" T-10 meters	\$1,054.02
Core & Main	Water Meters	60 T-10 5/8X3/4 METERS	\$8,520.00
<i>Core &amp; Main - Total For Water Meters</i>			<i>\$13,834.02</i>
<b>Core &amp; Main - ALL DEPARTMENTS</b>			<b>\$13,834.02</b>

## CORONA VILLAGE

CORONA VILLAGE	Fire-EMS Prevent & Inspect	Dinner while attending IAAI conference in La	\$28.88
CORONA VILLAGE	Fire-EMS Prevent & Inspect	Dinner while attending the IAAI conference i	\$23.81
CORONA VILLAGE	Fire-EMS Prevent & Inspect	Dinner while attending IAAI conference in La	\$24.53
CORONA VILLAGE	Fire-EMS Prevent & Inspect	Meal while attending the IAAI conference in	\$27.00
<i>CORONA VILLAGE - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$104.22</i>
<b>CORONA VILLAGE - ALL DEPARTMENTS</b>			<b>\$104.22</b>

## COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Rec Center - Classes	Laundry Detergent	\$141.08
<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Classes</i>			<i>\$141.08</i>
<b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>			<b>\$141.08</b>

## CPI ENVIRONMENTALEXP

CPI ENVIRONMENTALEXP	WWTP Operations	GRID FILTERS	\$81.90
<i>CPI ENVIRONMENTALEXP - Total For WWTP Operations</i>			<i>\$81.90</i>
<b>CPI ENVIRONMENTALEXP - ALL DEPARTMENTS</b>			<b>\$81.90</b>

## CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Balefill - Baler Processing	Replacement sprinkler parts	\$81.66
<i>CPS DISTRIBUTORS, IN - Total For Balefill - Baler Processing</i>			<i>\$81.66</i>
<b>CPS DISTRIBUTORS, IN - ALL DEPARTMENTS</b>			<b>\$81.66</b>

## CPU IIT

CPU IIT	Fire-EMS Administration	CRR Laptop for Bluebeam Software	\$937.00
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$937.00</i>
CPU IIT	Information Services	Laptop and Dock	\$1,684.00
<i>CPU IIT - Total For Information Services</i>			<i>\$1,684.00</i>
CPU IIT	Metropolitan Planning Org	iPad Air 64GB & iPad Air Case	\$722.17
<i>CPU IIT - Total For Metropolitan Planning Org</i>			<i>\$722.17</i>
CPU IIT	Police Administration	Printer for SRO SGT NELSON	\$250.99
CPU IIT	Police Administration	Printer for LT. DABNEY	\$250.99



CPU IIT	Police Administration	Technology Items (computers, software, and	\$4,214.00
CPU IIT	Police Administration	Memory for Tower	\$84.00
<i>CPU IIT - Total For Police Administration</i>			<i>\$4,799.98</i>
CPU IIT	Weed & Pest Fund	4 - Apple iPads with 4 Meraki systems manag	\$2,080.00
<i>CPU IIT - Total For Weed &amp; Pest Fund</i>			<i>\$2,080.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$10,223.15</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Investigations	Basic program / web tips - July 2022	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Investigations</i>			<i>\$122.00</i>
<b>CRIME SCENE INFORMAT - ALL DEPARTMENTS</b>			<b>\$122.00</b>

## CRIMEDEX

CRIMEDEX	Police Investigations	COMPUTER SOFTWARE STORES	\$79.00
<i>CRIMEDEX - Total For Police Investigations</i>			<i>\$79.00</i>
<b>CRIMEDEX - ALL DEPARTMENTS</b>			<b>\$79.00</b>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	2021 Solid Waste Asphalt Impro	\$1,710.00
CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	Solid Waste Exit Scale	\$52,706.00
<i>CROWN CONSTRUCTION L - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$54,416.00</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$54,416.00</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Return of HVAC PM Supplies for Rec Center -	(\$403.20)
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for Fire 6 - Crum	\$22.00
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>(\$381.20)</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Morad 6 Parts	\$16.13
CRUM ELECTRIC SUPPLY	Regional Water Operations	Morad 6 - Parts	\$22.75
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$38.88</i>
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	portable generator parts	\$19.45
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$19.45</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	SEC PANEL PARTS	\$63.11

CRUM ELECTRIC SUPPLY	WWTP Operations	A BASIN 4 UNIONS	\$106.95
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$170.06</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>(\$152.81)</b>

## CS CONSULTING

CS CONSULTING	Fire-EMS Training	Hazmat ICS Training	\$4,500.00
<i>CS CONSULTING - Total For Fire-EMS Training</i>			<i>\$4,500.00</i>
<b>CS CONSULTING - ALL DEPARTMENTS</b>			<b>\$4,500.00</b>

## DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Parks - Athletic Maint.	Bolts, nuts, gaskets, etc	\$1,251.26
<i>DANA KEPNER CO. OF W - Total For Parks - Athletic Maint.</i>			<i>\$1,251.26</i>
<b>DANA KEPNER CO. OF W - ALL DEPARTMENTS</b>			<b>\$1,251.26</b>

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Buildings & Structures Fund	PV Slide pump repair supplies - Davidson Me	\$107.59
<i>DAVIDSON MECHANICAL, - Total For Buildings &amp; Structures Fund</i>			<i>\$107.59</i>
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			<b>\$107.59</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Cemetery	IRRIGATION HEADS	\$257.55
<i>DBC IRRIGATION SUPPL - Total For Cemetery</i>			<i>\$257.55</i>
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$257.55</b>

## DELL MARKETING LP

DELL MARKETING LP	City Manager	Adobe Acrobat Pro DC	\$62.48
<i>DELL MARKETING LP - Total For City Manager</i>			<i>\$62.48</i>
DELL MARKETING LP	Fire-EMS Prevent & Inspect	Chief Garvin Adobe Subscription	\$62.48
<i>DELL MARKETING LP - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$62.48</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$124.96</b>

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Golf Course - Dennis S	\$24.28
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$24.28</i>
DENNIS SUPPLY CO.	Capital Projects Fund	HVAC PM Supplies for Ash St Bldg - Dennis Su	\$65.32
DENNIS SUPPLY CO.	Capital Projects Fund	HVAC PM Supplies for Ash St Bldg - Dennis Su	\$70.80
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$136.12</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$160.40</b>

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Paint & painting supplies	\$257.36
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$257.36</i>
DIAMOND VOGEL PAINTS	Regional Water Operations	Paint & painting supplies	\$122.05
<i>DIAMOND VOGEL PAINTS - Total For Regional Water Operations</i>			<i>\$122.05</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$379.41</b>

## DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Parks - Parks Maint.	Basketball hoop for PV Park	\$49.99
<i>DICK'S SPORTING GOOD - Total For Parks - Parks Maint.</i>			<i>\$49.99</i>
<b>DICK'S SPORTING GOOD - ALL DEPARTMENTS</b>			<b>\$49.99</b>

## DOG WASTE DEPOT

DOG WASTE DEPOT	Sewer Stormwater	dog waste bags for Scoop the Poop	\$2,819.85
<i>DOG WASTE DEPOT - Total For Sewer Stormwater</i>			<i>\$2,819.85</i>
<b>DOG WASTE DEPOT - ALL DEPARTMENTS</b>			<b>\$2,819.85</b>

## DOLLAR TREE

DOLLAR TREE	Rec Center - Classes	Babysitting Class, camp games, Cam Supplies	\$91.25
<i>DOLLAR TREE - Total For Rec Center - Classes</i>			<i>\$91.25</i>
<b>DOLLAR TREE - ALL DEPARTMENTS</b>			<b>\$91.25</b>

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - DPC - Chemicals	\$10,306.17
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$10,306.17</i>
<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>			<b>\$10,306.17</b>

## EAGLEMATFLO

EAGLEMATFLO	Fire-EMS Administration	Rugs for St. 1	\$336.00
<i>EAGLEMATFLO - Total For Fire-EMS Administration</i>			<i>\$336.00</i>
<b>EAGLEMATFLO - ALL DEPARTMENTS</b>			<b>\$336.00</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diversion &amp; Special</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Code Enforcement	Work boot reimbursement	\$120.75
EMPLOYEE REIMBURSEME	Code Enforcement	Work boot reimbursement	\$130.78
EMPLOYEE REIMBURSEME	Code Enforcement	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Code Enforcement	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Code Enforcement</i>			<i>\$551.53</i>
EMPLOYEE REIMBURSEME	Fire-EMS Training	EMT Advanced Class reimbursement	\$373.70
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>			<i>\$373.70</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition & book reimbursement	\$986.39
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$986.39</i>
EMPLOYEE REIMBURSEME	Police Career Services	Acoustic tube earpiece	\$20.99
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$174.16
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$392.39
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$587.54</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work boot & clothing reimbursement	\$300.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$300.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$3,249.16</b>

## EMPLOYERCENTRAL.COM/

EMPLOYERCENTRAL.COM/	Balefill - Disposal & Landfill	COLLEGE CENTRAL NETWORK - CASPER COLL	\$195.00
<i>EMPLOYERCENTRAL.COM/ - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$195.00</i>
<b>EMPLOYERCENTRAL.COM/ - ALL DEPARTMENTS</b>			<b>\$195.00</b>

## ENERGY LABORATORIES

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

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Alkalinity, Carbon, Total Organic testing	\$96.00
ENERGY LABRATORIES I	Regional Water Operations	Solids, Total Suspended testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	UV Absorbance, Carbon, Total Organic testin	\$67.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$521.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$544.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Metals testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$512.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,296.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$1,817.00</b>

## ENVIRONMENTAL & CIVI

ENVIRONMENTAL & CIVI	Capital Projects Fund	Senior Center PL Surveying	\$2,404.30
<i>ENVIRONMENTAL &amp; CIVI - Total For Capital Projects Fund</i>			<i>\$2,404.30</i>
<b>ENVIRONMENTAL &amp; CIVI - ALL DEPARTMENTS</b>			<b>\$2,404.30</b>

## ESSLINGER.COM

ESSLINGER.COM	Fire-EMS Operations	Electric ring cutter for R1	\$106.13
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ESSLINGER.COM - Total For Fire-EMS Operations	\$106.13
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<b>ESSLINGER.COM - ALL DEPARTMENTS</b>	<b>\$106.13</b>
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## EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing	\$100.00
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EUROFINS EATON ANALY - Total For Regional Water Operations	\$100.00
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<b>EUROFINS EATON ANALY - ALL DEPARTMENTS</b>	<b>\$100.00</b>
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## EXPRESS SERVICES INC

EXPRESS SERVICES INC	City Attorney	Temp service	\$713.52
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EXPRESS SERVICES INC - Total For City Attorney	\$713.52
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<b>EXPRESS SERVICES INC - ALL DEPARTMENTS</b>	<b>\$713.52</b>
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## EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$82.61
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$79.93
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$50.00
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$64.46
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$85.68
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$53.21
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$86.19
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$52.90
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$57.56
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EXXONMOBIL - Total For Fire-EMS Operations	\$612.54
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<b>EXXONMOBIL - ALL DEPARTMENTS</b>	<b>\$612.54</b>
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## FEDEX 273900452894

FEDEX 273900452894	Fire-EMS Administration	Shipping for RMX Defender Monitor for repai	\$42.34
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FEDEX 273900452894 - Total For Fire-EMS Administration	\$42.34
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<b>FEDEX 273900452894 - ALL DEPARTMENTS</b>	<b>\$42.34</b>
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## FEDEX 84508884

FEDEX 84508884	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGH	\$29.29
<i>FEDEX 84508884 - Total For Police Records</i>			<i>\$29.29</i>
<b>FEDEX 84508884 - ALL DEPARTMENTS</b>			<b>\$29.29</b>

## FEDEX 940731759717

FEDEX 940731759717	Fire-EMS Administration	Shipping for RMX Defender Monitor for repai	\$12.06
<i>FEDEX 940731759717 - Total For Fire-EMS Administration</i>			<i>\$12.06</i>
<b>FEDEX 940731759717 - ALL DEPARTMENTS</b>			<b>\$12.06</b>

## FEDEX 940731762808

FEDEX 940731762808	Fire-EMS Administration	Shipping for RMX Defender Monitor for repai	\$11.49
<i>FEDEX 940731762808 - Total For Fire-EMS Administration</i>			<i>\$11.49</i>
<b>FEDEX 940731762808 - ALL DEPARTMENTS</b>			<b>\$11.49</b>

## FEDEX FREIGHT INC

FEDEX FREIGHT INC	Fleet Maintenance Fund	111102 FREIGHT FOR WARRANTY PARTS	\$266.22
<i>FEDEX FREIGHT INC - Total For Fleet Maintenance Fund</i>			<i>\$266.22</i>
<b>FEDEX FREIGHT INC - ALL DEPARTMENTS</b>			<b>\$266.22</b>

## FEDEX OFFIC942000094

FEDEX OFFIC942000094	Police Administration	QUICK-COPY AND REPRODUCTION SERVICES	\$66.99
<i>FEDEX OFFIC942000094 - Total For Police Administration</i>			<i>\$66.99</i>
<b>FEDEX OFFIC942000094 - ALL DEPARTMENTS</b>			<b>\$66.99</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Capital Projects Fund	Blnd flg, RR FF 1/8 Flg Pkg	\$458.96
<i>FERGUSON ENTERPRISES - Total For Capital Projects Fund</i>			<i>\$458.96</i>
FERGUSON ENTERPRISES	Water Distribution	Hydrants & gate valves	\$7,971.92
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$7,971.92</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$8,430.88</b>

## Fiverr

Fiverr	Metro Animal Shelter	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$73.85
<i>Fiverr - Total For Metro Animal Shelter</i>			<i>\$73.85</i>
<b>Fiverr - ALL DEPARTMENTS</b>			<b>\$73.85</b>

## FORMS FULFILLMENT CE

FORMS FULFILLMENT CE	Finance	Purchase of A/P Checks	\$189.30
<i>FORMS FULFILLMENT CE - Total For Finance</i>			<i>\$189.30</i>
<b>FORMS FULFILLMENT CE - ALL DEPARTMENTS</b>			<b>\$189.30</b>

## FORTERRA

FORTERRA	Sewer Wastewater Collection 4" manhole rings		\$1,625.00
<i>FORTERRA - Total For Sewer Wastewater Collection</i>			<i>\$1,625.00</i>
<b>FORTERRA - ALL DEPARTMENTS</b>			<b>\$1,625.00</b>

## FRAME USA

FRAME USA	Ft. Caspar Museum	Frames for traveling exhibit	\$774.40
<i>FRAME USA - Total For Ft. Caspar Museum</i>			<i>\$774.40</i>
<b>FRAME USA - ALL DEPARTMENTS</b>			<b>\$774.40</b>

## GA SLEEP INC

GA SLEEP INC	Fire-EMS Administration	Servepro - HVAC Duct Cleaning for St. 1	\$1,460.00
<i>GA SLEEP INC - Total For Fire-EMS Administration</i>			<i>\$1,460.00</i>
<b>GA SLEEP INC - ALL DEPARTMENTS</b>			<b>\$1,460.00</b>

## GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	Parks - Special Areas	FLORISTS SUPPLIES,NURSERY STOCK & FLOW	\$52.20
<i>GALLES GREENHOUSE AN - Total For Parks - Special Areas</i>			<i>\$52.20</i>
GALLES GREENHOUSE AN	Parks - Urban Forestry	Kentucky Coffee Tree for Dallason Park	\$291.99
<i>GALLES GREENHOUSE AN - Total For Parks - Urban Forestry</i>			<i>\$291.99</i>



**GALLES GREENHOUSE AN - ALL DEPARTMENTS**

\$344.19

**GALLS, INC.**

GALLS, INC.	Police Career Services	Uniform supplies	\$143.96
GALLS, INC.	Police Career Services	Uniform supplies	\$350.00
GALLS, INC.	Police Career Services	Uniform supplies	\$87.24

*GALLS, INC. - Total For Police Career Services*

\$581.20

**GALLS, INC. - ALL DEPARTMENTS**

\$581.20

**GE MDS LLC**

GE MDS LLC	Sewer Wastewater Collection MDS Radio for Waste Water Collection sites	\$851.80
GE MDS LLC	Sewer Wastewater Collection Additional MDS radios for WWC sites	\$2,325.00

*GE MDS LLC - Total For Sewer Wastewater Collection*

\$3,176.80

GE MDS LLC	WWTP Regional Interceptors Additional MDS radios for WWTP sites	\$3,767.85
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*GE MDS LLC - Total For WWTP Regional Interceptors*

\$3,767.85

**GE MDS LLC - ALL DEPARTMENTS**

\$6,944.65

**GEORGE T SANDERS**

GEORGE T SANDERS	Buildings & Structures Fund	Credit for incorrect charge - George T Sander	(\$613.10)
GEORGE T SANDERS	Buildings & Structures Fund	Plumbing supplies for Fire 1 - George T Sand	\$299.52
GEORGE T SANDERS	Buildings & Structures Fund	City incorrectly charged for supplies - Return	\$613.10

*GEORGE T SANDERS - Total For Buildings & Structures Fund*

\$299.52

**GEORGE T SANDERS - ALL DEPARTMENTS**

\$299.52

**GLOBAL EQUIPMENT COM**

GLOBAL EQUIPMENT COM	Balefill - Diversion & Special	Utility post	\$53.93
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*GLOBAL EQUIPMENT COM - Total For Balefill - Diversion & Special*

\$53.93

**GLOBAL EQUIPMENT COM - ALL DEPARTMENTS**

\$53.93

**GOLDEN EAGLE GAS AND**

GOLDEN EAGLE GAS AND	Police Career Services	AUTOMATED FUEL DISPENSERS	\$85.68
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*GOLDEN EAGLE GAS AND - Total For Police Career Services*

\$85.68

**GOLDEN EAGLE GAS AND - ALL DEPARTMENTS**

\$85.68

**GOLDER ASSOCIATES**

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-012 CRL Cell 1 Close and Ce	\$5,978.64
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Old Landfill Remediation - Met	\$3,329.31
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-012 CRL Cell 1 Close and Ce	\$8,923.81
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-019 SW Planning and airspace	\$2,482.50
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal &amp; Landfill</i>			\$20,714.26

**GOLDER ASSOCIATES - ALL DEPARTMENTS**

\$20,714.26

**GOSKILLS**

GOSKILLS	City Attorney	Online Computer Skills Training Subscription	\$159.20
GOSKILLS	City Attorney	GoSkills Annual Subscription	\$139.30
<i>GOSKILLS - Total For City Attorney</i>			\$298.50

**GOSKILLS - ALL DEPARTMENTS**

\$298.50

**GRAINGER, INC.**

GRAINGER, INC.	Aquatics - Operations	Light Bulbs for Aquatic Center	\$223.20
<i>GRAINGER, INC. - Total For Aquatics - Operations</i>			\$223.20
GRAINGER, INC.	Buildings & Structures Fund	HVAC PM Supplies for Aquatics Center - Grai	\$206.28
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			\$206.28
GRAINGER, INC.	Fleet Maintenance Fund	Desk top label printer	\$33.93
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			\$33.93
GRAINGER, INC.	Regional Water Operations	Lightbulbs - Grainger	\$376.40
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			\$376.40
GRAINGER, INC.	WWTP Operations	AUTO DRAIN VALVE	\$122.35
<i>GRAINGER, INC. - Total For WWTP Operations</i>			\$122.35

**GRAINGER, INC. - ALL DEPARTMENTS**

\$962.16

**GREINER MOTOR CO - C**

GREINER MOTOR CO - C	Capital Projects Fund	1 Marked Hybrid Additional Costs	\$1,061.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			\$1,061.00

**GREINER MOTOR CO - C - ALL DEPARTMENTS**

\$1,061.00

**HARBOR FREIGHT TOOLS**

HARBOR FREIGHT TOOLS	Aquatics - Operations	Tool Boxes for Outdoor Facilities	\$274.96
<i>HARBOR FREIGHT TOOLS - Total For Aquatics - Operations</i>			\$274.96
HARBOR FREIGHT TOOLS	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Harbor	\$23.97
<i>HARBOR FREIGHT TOOLS - Total For Buildings &amp; Structures Fund</i>			\$23.97
HARBOR FREIGHT TOOLS	Golf - Operations	8in 3 JAW PULLER	\$19.99
HARBOR FREIGHT TOOLS	Golf - Operations	CREDIT, CRIMPING TOOL	(\$12.97)
HARBOR FREIGHT TOOLS	Golf - Operations	CRIMPING TOOL (RETURNED SEE CREDIT)	\$12.97
<i>HARBOR FREIGHT TOOLS - Total For Golf - Operations</i>			\$19.99
HARBOR FREIGHT TOOLS	Ice Arena - Operations	Wheel Chock for Olympia	\$31.48
HARBOR FREIGHT TOOLS	Ice Arena - Operations	Temperature Laser Reader for Ice Arena	\$31.96
<i>HARBOR FREIGHT TOOLS - Total For Ice Arena - Operations</i>			\$63.44
HARBOR FREIGHT TOOLS	Water Distribution	100' OUTDOOR EXT.	\$74.99
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$74.99
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			\$457.35

**HARDLINE EQUIPMENT L**

HARDLINE EQUIPMENT L	Refuse - Residential	Switch replacement on sweeper	\$237.89
HARDLINE EQUIPMENT L	Refuse - Residential	Equipment repair	\$7,224.19
<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			\$7,462.08
<b>HARDLINE EQUIPMENT L - ALL DEPARTMENTS</b>			\$7,462.08

**HARDWARE PARTNERS LL**

HARDWARE PARTNERS LL	Aquatics - Pool	Drill Bits to Secure Safes	\$29.76
<i>HARDWARE PARTNERS LL - Total For Aquatics - Pool</i>			\$29.76
HARDWARE PARTNERS LL	Fire-EMS Administration	Ace Hardware - Supplies for training office re	\$10.76
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Administration</i>			\$10.76
HARDWARE PARTNERS LL	Fire-EMS Operations	Ground Plugs	\$37.98
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			\$37.98
HARDWARE PARTNERS LL	Fire-EMS Training	Surg protector for training room	\$28.99
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Training</i>			\$28.99

HARDWARE PARTNERS LL	Weed & Pest Fund	ACES HARDWARE STORES	\$269.98
<i>HARDWARE PARTNERS LL - Total For Weed &amp; Pest Fund</i>			<i>\$269.98</i>
<b>HARDWARE PARTNERS LL - ALL DEPARTMENTS</b>			<b>\$377.47</b>

## HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chemicals for the Aquatic Center	\$1,528.70
HAWKINS, INC.	Aquatics - Operations	Incorrect Billing Amount. Working on getting	\$2,171.19
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$3,699.89</i>
<b>HAWKINS, INC. - ALL DEPARTMENTS</b>			<b>\$3,699.89</b>

## HERCULES INDUSTRIES

HERCULES INDUSTRIES	Risk Management	Supplies to install grid ceiling in Mike Sedar C	\$145.48
<i>HERCULES INDUSTRIES - Total For Risk Management</i>			<i>\$145.48</i>
<b>HERCULES INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$145.48</b>

## HINTON, BECKY

HINTON, BECKY	Water Revenue and Transfers		\$216.30
<i>HINTON, BECKY - Total For Water Revenue and Transfers</i>			<i>\$216.30</i>
<b>HINTON, BECKY - ALL DEPARTMENTS</b>			<b>\$216.30</b>

## HISTORICAL FOLK TOYS

HISTORICAL FOLK TOYS	General Fund Revenue	Assorted toys for resale in museum store	\$695.95
<i>HISTORICAL FOLK TOYS - Total For General Fund Revenue</i>			<i>\$695.95</i>
<b>HISTORICAL FOLK TOYS - ALL DEPARTMENTS</b>			<b>\$695.95</b>

## HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Regional Water Operations	Reposition cameras	\$200.00
<i>HITEK COMMUNICATIONS - Total For Regional Water Operations</i>			<i>\$200.00</i>
<b>HITEK COMMUNICATIONS - ALL DEPARTMENTS</b>			<b>\$200.00</b>

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Refuse - Recycling	COLLECTION UPDATE MAP FRAMES	\$180.04
<i>HOBBY-LOBBY #0233 - Total For Refuse - Recycling</i>			<i>\$180.04</i>
<b>HOBBY-LOBBY #0233 - ALL DEPARTMENTS</b>			<b>\$180.04</b>

## HOLIDAY INN LARAMIE

HOLIDAY INN LARAMIE	Fire-EMS Prevent & Inspect	Hotel stay while at IAAI conference in Larami	\$288.00
<i>HOLIDAY INN LARAMIE - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$288.00</i>
<b>HOLIDAY INN LARAMIE - ALL DEPARTMENTS</b>			<b>\$288.00</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Blue DEF	\$1,672.00
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$1,672.00</i>
HOMAX OIL SALES, INC	Golf - Operations	purchase of gas and diesel for golf use	\$5,368.98
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$5,368.98</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$7,040.98</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Baler Processing	Hydraulic Ram 50 ton	\$3,469.76
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Baler Processing</i>			<i>\$3,469.76</i>
<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>			<b>\$3,469.76</b>

## HQ SOUTHERN BBQ LLC

HQ SOUTHERN BBQ LLC	Regional Water Operations	June JPB Meeting Lunch	\$155.00
<i>HQ SOUTHERN BBQ LLC - Total For Regional Water Operations</i>			<i>\$155.00</i>
<b>HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS</b>			<b>\$155.00</b>

## HR LEARNING CENTER L

HR LEARNING CENTER L	Public Transit - Operations	Workplace Bullying	\$299.00
<i>HR LEARNING CENTER L - Total For Public Transit - Operations</i>			<i>\$299.00</i>
<b>HR LEARNING CENTER L - ALL DEPARTMENTS</b>			<b>\$299.00</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Remote service	\$350.00
<i>HYDRO OPTIMIZATION &amp; - Total For Regional Water Operations</i>			<i>\$350.00</i>
<b>HYDRO OPTIMIZATION &amp; - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## IAAI

IAAI	Fire-EMS Prevent & Inspect	Membership dues for the international and s	\$120.00
<i>IAAI - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$120.00</i>
<b>IAAI - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## INSTALLATION & SVC.

INSTALLATION & SVC.	Water Revenue and Transfers Contract Withholding: 21300098		\$10,743.94
<i>INSTALLATION &amp; SVC. - Total For Water Revenue and Transfers</i>			<i>\$10,743.94</i>
<b>INSTALLATION &amp; SVC. - ALL DEPARTMENTS</b>			<b>\$10,743.94</b>

## INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Water Distribution	TAP MACHINE PARTS	\$613.99
<i>INTERMOUNTAIN MOTOR - Total For Water Distribution</i>			<i>\$613.99</i>
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$613.99</b>

## INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	COMPUTER PROGRAMMING BALER BLDG FO	\$1,200.00
<i>INTUIT, INC. - Total For Balefill - Baler Processing</i>			<i>\$1,200.00</i>
INTUIT, INC.	Balefill - Disposal & Landfill	CLEANING AND MAINTENANCE, JANITORIAL	\$1,950.00
<i>INTUIT, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,950.00</i>
INTUIT, INC.	Fire-EMS Administration	Cost Plus - Service on Washing Machine at St	\$294.50
INTUIT, INC.	Fire-EMS Administration	Worldwash - Cleaning of kitchen exhaust at S	\$575.00
<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			<i>\$869.50</i>
INTUIT, INC.	Parks - Parks Maint.	Graffiti Removal	\$1,100.00
INTUIT, INC.	Parks - Parks Maint.	Graffiti removal - Skate Park	\$100.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$1,200.00</i>
INTUIT, INC.	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$538.50

<i>INTUIT, INC. - Total For Police Administration</i>			\$538.50
INTUIT, INC.	Police Investigations	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$2,699.16
INTUIT, INC.	Police Investigations	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$2,699.16
<i>INTUIT, INC. - Total For Police Investigations</i>			\$5,398.32
INTUIT, INC.	Rec Center - Classes	Art Supplies/Clay for Pottery	\$38.00
<i>INTUIT, INC. - Total For Rec Center - Classes</i>			\$38.00
INTUIT, INC.	Weed & Pest Fund	Brush Trimmers	\$1,892.00
<i>INTUIT, INC. - Total For Weed &amp; Pest Fund</i>			\$1,892.00
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			\$13,086.32

## J&P CYCLES 800-39748

J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	(\$250.36)
J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	(\$250.36)
<i>J&amp;P CYCLES 800-39748 - Total For Police Traffic Enforcement</i>			(\$500.72)
<b>J&amp;P CYCLES 800-39748 - ALL DEPARTMENTS</b>			(\$500.72)

## JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$32,376.67
<i>JACOBS ENGINEERING G - Total For WWTP Operations</i>			\$32,376.67
<b>JACOBS ENGINEERING G - ALL DEPARTMENTS</b>			\$32,376.67

## JB MACHINE & MANUFAC

JB MACHINE & MANUFAC	Regional Water Operations	Morad 6 - Machined Well Shaft	\$320.00
<i>JB MACHINE &amp; MANUFAC - Total For Regional Water Operations</i>			\$320.00
<b>JB MACHINE &amp; MANUFAC - ALL DEPARTMENTS</b>			\$320.00

## JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Inventory Merchandise	\$905.67
<i>JC GOLF ACCESSORIES - Total For Golf</i>			\$905.67
<b>JC GOLF ACCESSORIES - ALL DEPARTMENTS</b>			\$905.67

## JEFFERS INC

JEFFERS INC	Police Administration	Uniform supplies	\$47.68
<i>JEFFERS INC - Total For Police Administration</i>			<i>\$47.68</i>
<b>JEFFERS INC - ALL DEPARTMENTS</b>			<b>\$47.68</b>

## JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Balefill - Disposal & Landfill	BALER LANDSCAPE PROJECT	\$479.85
<i>JOHNNY APPLESEED, IN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$479.85</i>
JOHNNY APPLESEED, IN	Parks - Parks Maint.	Flowers Special Areas	\$1,100.45
<i>JOHNNY APPLESEED, IN - Total For Parks - Parks Maint.</i>			<i>\$1,100.45</i>
<b>JOHNNY APPLESEED, IN - ALL DEPARTMENTS</b>			<b>\$1,580.30</b>

## 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>
<b>JONAS SOFTWARE USA - ALL DEPARTMENTS</b>			<b>\$349.00</b>

## KASH CORPORATION

KASH CORPORATION	Metro Animal Shelter	Washers & dryers	\$4,676.00
<i>KASH CORPORATION - Total For Metro Animal Shelter</i>			<i>\$4,676.00</i>
<b>KASH CORPORATION - ALL DEPARTMENTS</b>			<b>\$4,676.00</b>

## KINSCO

KINSCO	Fire-EMS Operations	3.0 Carbon Tac and Wildcat - Uniform items	\$225.00
KINSCO	Fire-EMS Operations	3.0 Carbon Tac and Wildcat - Uniform items	\$225.00
<i>KINSCO - Total For Fire-EMS Operations</i>			<i>\$450.00</i>
<b>KINSCO - ALL DEPARTMENTS</b>			<b>\$450.00</b>

## KISTLER TENT AND AWN

KISTLER TENT AND AWN	Police Career Services	TENT AND AWNING SHOPS	\$55.00
<i>KISTLER TENT AND AWN - Total For Police Career Services</i>			<i>\$55.00</i>
<b>KISTLER TENT AND AWN - ALL DEPARTMENTS</b>			<b>\$55.00</b>



## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$692.25
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$20,136.00
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$20,321.25
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$459.00
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$41,608.50</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$41,608.50</b>

## KRISTOPHOR HUTSON

KRISTOPHOR HUTSON	City Manager	Design project descriptions	\$300.00
<i>KRISTOPHOR HUTSON - Total For City Manager</i>			<i>\$300.00</i>
<b>KRISTOPHOR HUTSON - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Equipment rental	\$375.00
LAWSON PRODUCTS INC	Fleet Maintenance Fund	Equipment rental	\$525.00
LAWSON PRODUCTS INC	Fleet Maintenance Fund	Equipment rental	\$525.00
LAWSON PRODUCTS INC	Fleet Maintenance Fund	Equipment rental	\$375.00
<i>LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund</i>			<i>\$1,800.00</i>
<b>LAWSON PRODUCTS INC - ALL DEPARTMENTS</b>			<b>\$1,800.00</b>

## LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$57.53
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$57.53</i>
<b>LOAF N JUG #0103 - ALL DEPARTMENTS</b>			<b>\$57.53</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Hogadon - Operations	Repair offline VAVs	\$562.50
<i>LONG BUILDING TECHNO - Total For Hogadon - Operations</i>			<i>\$562.50</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$562.50</b>

## LOVEJOY'S BAR

LOVEJOY'S BAR	Fire-EMS Administration	Meal while attending the IAAI conference	\$19.20
LOVEJOY'S BAR - Total For Fire-EMS Administration			\$19.20
LOVEJOY'S BAR	Fire-EMS Prevent & Inspect	Dinner while attending IAAI conference in La	\$19.00
LOVEJOY'S BAR	Fire-EMS Prevent & Inspect	Dinner while attending IAAI conference in La	\$21.00
LOVEJOY'S BAR - Total For Fire-EMS Prevent & Inspect			\$40.00
LOVEJOY'S BAR - ALL DEPARTMENTS			\$59.20

## MASEK DISTRIBUTING

MASEK DISTRIBUTING	Capital Projects Fund	Six-Passenger transportation Cart	\$11,595.00
MASEK DISTRIBUTING - Total For Capital Projects Fund			\$11,595.00
MASEK DISTRIBUTING - ALL DEPARTMENTS			\$11,595.00

## MAVERIK #344

MAVERIK #344	Police Career Services	SERVICE STATIONS	\$6.58
MAVERIK #344	Police Career Services	AUTOMATED FUEL DISPENSERS	\$37.00
MAVERIK #344 - Total For Police Career Services			\$43.58
MAVERIK #344 - ALL DEPARTMENTS			\$43.58

## MAXWELL PRODUCTS INC

MAXWELL PRODUCTS INC	Streets	Crack Seal Rubber	\$28,060.00
MAXWELL PRODUCTS INC - Total For Streets			\$28,060.00
MAXWELL PRODUCTS INC - ALL DEPARTMENTS			\$28,060.00

## MCALISTER'S #1303

MCALISTER'S #1303	Fire-EMS Prevent & Inspect	Meal while attending IAAI conference in Lara	\$15.72
MCALISTER'S #1303	Fire-EMS Prevent & Inspect	Lunch while attending IAAI conference in Lar	\$15.72
MCALISTER'S #1303 - Total For Fire-EMS Prevent & Inspect			\$31.44
MCALISTER'S #1303	Fire-EMS Training	Meal whiel attending the IAAI conference	\$13.72
MCALISTER'S #1303 - Total For Fire-EMS Training			\$13.72
MCALISTER'S #1303 - ALL DEPARTMENTS			\$45.16

## McDonald's 35665

McDonald's 35665	Police Investigations	FAST FOOD RESTAURANTS	\$83.85
<i>McDonald's 35665 - Total For Police Investigations</i>			<i>\$83.85</i>
<b>McDonald's 35665 - ALL DEPARTMENTS</b>			<b>\$83.85</b>

## MCMASTER-CARR

MCMASTER-CARR	WWTP Operations	SS CONCRETE ANCHORS	\$81.96
<i>MCMASTER-CARR - Total For WWTP Operations</i>			<i>\$81.96</i>
<b>MCMASTER-CARR - ALL DEPARTMENTS</b>			<b>\$81.96</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	LDF OP SUPPLIES	\$62.83
<i>MENARDS CASPER WY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$62.83</i>
MENARDS CASPER WY	Buildings & Structures Fund	Painting supplies for PD Shooting Range - Me	\$31.98
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$31.98</i>
MENARDS CASPER WY	Fire-EMS Operations	Bug and weed spray	\$31.43
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$31.43</i>
MENARDS CASPER WY	Police Administration	HOME SUPPLY WAREHOUSE STORES	\$169.99
<i>MENARDS CASPER WY - Total For Police Administration</i>			<i>\$169.99</i>
MENARDS CASPER WY	Traffic Control	Chain oil for saw and lag screws for sign insta	\$29.98
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$29.98</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$326.21</b>

## MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	WWTP Operations	GATE PANELS (4)	\$861.50
<i>MICHAELSFENCE&amp;SUPPLY - Total For WWTP Operations</i>			<i>\$861.50</i>
<b>MICHAELSFENCE&amp;SUPPLY - ALL DEPARTMENTS</b>			<b>\$861.50</b>

## MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	3 back ordered pilot valves	\$261.03
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$261.03</i>

<b>MIDLAND IMPLEMENT, I - ALL DEPARTMENTS</b>	<b>\$261.03</b>
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## MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	NH3 TNT ULTRA LOW TESTS	\$155.20
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<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$155.20</i>
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<b>MIDLAND SCIENTIFIC I - ALL DEPARTMENTS</b>	<b>\$155.20</b>
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## MIDWEST LABORATORIES

MIDWEST LABORATORIES	Balefill - Diversion & Special	COMPOST ANALYTICAL PACKAGE	\$375.00
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<i>MIDWEST LABORATORIES - Total For Balefill - Diversion &amp; Special</i>			<i>\$375.00</i>
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<b>MIDWEST LABORATORIES - ALL DEPARTMENTS</b>	<b>\$375.00</b>
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## ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$117.00
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ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$182.00
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ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$157.00
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ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$117.00
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<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$573.00</i>
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<b>ML AUTOMOTIVE - ALL DEPARTMENTS</b>	<b>\$573.00</b>
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## MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Regional Water Operations	Decant Pump Station Wiring No. 3	\$3,117.00
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<i>MODERN ELECTRIC CORP - Total For Regional Water Operations</i>			<i>\$3,117.00</i>
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<b>MODERN ELECTRIC CORP - ALL DEPARTMENTS</b>	<b>\$3,117.00</b>
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## MOUNTAIN STATES

MOUNTAIN STATES	Police Records	Printing service - stolen vehicle card	\$87.18
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MOUNTAIN STATES	Police Records	Printing service - stored vehicle inventory re	\$767.43
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MOUNTAIN STATES	Police Records	Printing service - consent to search & seize f	\$215.76
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MOUNTAIN STATES	Police Records	Printing service - property/evidence cards	\$123.18
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MOUNTAIN STATES	Police Records	Printing service - business cards	\$311.57
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MOUNTAIN STATES	Police Records	Printing service - ride along consent brochur	\$429.30
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MOUNTAIN STATES	Police Records	Printing service - Cass cards	\$293.07
MOUNTAIN STATES	Police Records	Printing service - DUI assessment card	\$98.95
MOUNTAIN STATES	Police Records	Printing service - DSFR suspension or temp	\$152.34
MOUNTAIN STATES	Police Records	Printing service - attempt to deliver door tag	\$316.43
MOUNTAIN STATES	Police Records	Printing service - parking ticket envelopes	\$1,136.33
<i>MOUNTAIN STATES - Total For Police Records</i>			<i>\$3,931.54</i>
MOUNTAIN STATES	Public Transit - Operations	Printing service - tickets	\$1,323.15
<i>MOUNTAIN STATES - Total For Public Transit - Operations</i>			<i>\$1,323.15</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$5,254.69</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Ft. Caspar Museum	Business cards	\$37.15
<i>MOUNTAIN STATES LITH - Total For Ft. Caspar Museum</i>			<i>\$37.15</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$37.15</b>

## MOUNTAIN STATES PLAS

MOUNTAIN STATES PLAS	Balefill - Disposal & Landfill	Trash Bags for solid waste facility & parks	\$7,406.00
<i>MOUNTAIN STATES PLAS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$7,406.00</i>
<b>MOUNTAIN STATES PLAS - ALL DEPARTMENTS</b>			<b>\$7,406.00</b>

## MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Information Services	Domain renewal - cityofcasperwy.com	\$38.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$38.00</i>
MOUNTAIN WEST TECHNO	Metropolitan Planning Org	3 year domain renewal - casperareampo.org	\$81.00
<i>MOUNTAIN WEST TECHNO - Total For Metropolitan Planning Org</i>			<i>\$81.00</i>
MOUNTAIN WEST TECHNO	Planning	Domain renewal - casperwypreservation.org	\$81.00
<i>MOUNTAIN WEST TECHNO - Total For Planning</i>			<i>\$81.00</i>
<b>MOUNTAIN WEST TECHNO - ALL DEPARTMENTS</b>			<b>\$200.00</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Parks - Special Areas	TOOLS FOR SPESIAL AREAS AND TRIMMER W	\$50.97
<i>MURDOCH'S RANCH&amp;HOME - Total For Parks - Special Areas</i>			<i>\$50.97</i>
MURDOCH'S RANCH&HOM	Weed & Pest Fund	2 chainsaws, weedeater & stihl protective kit	\$1,026.95

MURDOCH'S RANCH&HOM	Weed & Pest Fund	ratchet straps for trailer	\$96.43
MURDOCH'S RANCH&HOM	Weed & Pest Fund	New chain saw	\$896.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Weed &amp; Pest Fund</i>			<i>\$2,020.36</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$2,071.33</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Water Distribution	Tubing, elbows, connectors	\$177.16
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$177.16</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$177.16</b>

## NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	City Attorney	Continuing Legal Education: Advanced Crimi	\$300.00
<i>NATIONAL ASSOCIATION - Total For City Attorney</i>			<i>\$300.00</i>
<b>NATIONAL ASSOCIATION - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## NATIONAL TECHNICAL I

NATIONAL TECHNICAL I	Police Traffic Enforcement	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$50.00
<i>NATIONAL TECHNICAL I - Total For Police Traffic Enforcement</i>			<i>\$50.00</i>
<b>NATIONAL TECHNICAL I - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Municipal Court	Tristen Miskmins Bond	\$1,630.00
<i>NATRONA COUNTY OFFIC - Total For Municipal Court</i>			<i>\$1,630.00</i>
NATRONA COUNTY OFFIC	Police Administration	Contract juvenile detention - March/April/M	\$22,500.00
NATRONA COUNTY OFFIC	Police Administration	Contract juvenile detention - June 2022	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$30,000.00</i>
NATRONA COUNTY OFFIC	Social Community Services	Expenditures	\$7,067.50
NATRONA COUNTY OFFIC	Social Community Services	Expenditures - water heater replacement	\$2,869.58
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$9,937.08</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$41,567.08</b>

## NEWEGG INC.

NEWEGG INC.	City Attorney	External Harddrive for Backups	\$95.48
<i>NEWEGG INC. - Total For City Attorney</i>			<i>\$95.48</i>
<b>NEWEGG INC. - ALL DEPARTMENTS</b>			<b>\$95.48</b>

## NORCO, INC.

NORCO, INC.	Aquatics - Operations	Trash Bags	\$78.98
<i>NORCO, INC. - Total For Aquatics - Operations</i>			<i>\$78.98</i>
NORCO, INC.	Balefill - Baler Processing	Bench grinder belt	\$118.45
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$118.45</i>
NORCO, INC.	Buildings & Structures Fund	Trash bags	\$272.48
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$272.48</i>
NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$1,254.00
NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$627.00
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$1,881.00</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$156.24
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$156.24</i>
NORCO, INC.	Golf - Operations	Work Gloves for seasonals	\$81.48
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$81.48</i>
NORCO, INC.	Ice Arena - Operations	Commercial Vacuum for Ice Arena	\$672.16
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			<i>\$672.16</i>
NORCO, INC.	Metro Animal Shelter	Squeegee, bathroom tissue, paper towels, et	\$311.34
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$311.34</i>
NORCO, INC.	Rec Center - Classes	Laundry Detergent	\$79.00
NORCO, INC.	Rec Center - Classes	Soap/ Laundry	\$81.08
<i>NORCO, INC. - Total For Rec Center - Classes</i>			<i>\$160.08</i>
NORCO, INC.	Water Distribution	Oxygen/Acetylene/handling	\$91.43
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$91.43</i>
NORCO, INC.	Weed & Pest Fund	SAFETY GLOVES FOR SA AND CEMETERY	\$411.15
<i>NORCO, INC. - Total For Weed &amp; Pest Fund</i>			<i>\$411.15</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$4,234.79</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Buildings & Structures Fund	BAS Shop Supplies - NW Contractor Supply	\$43.06
<i>NORTHWEST CONTRACTOR - Total For Buildings &amp; Structures Fund</i>			<i>\$43.06</i>

NORTHWEST CONTRACTOR	Traffic Control	Battery powered chainsaw and light	\$388.00
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$388.00</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$431.06</b>

## NORTHWEST PARKWAY LL

NORTHWEST PARKWAY LL	Police Career Services	TOLLS, ROAD AND BRIDGE FEES	\$6.20
<i>NORTHWEST PARKWAY LL - Total For Police Career Services</i>			<i>\$6.20</i>
<b>NORTHWEST PARKWAY LL - ALL DEPARTMENTS</b>			<b>\$6.20</b>

## NUTECH

NUTECH	Fleet Maintenance Fund	Vehicle cleaning supplies	\$1,678.81
NUTECH	Fleet Maintenance Fund	Vehicle cleaning supplies	\$101.20
<i>NUTECH - Total For Fleet Maintenance Fund</i>			<i>\$1,780.01</i>
<b>NUTECH - ALL DEPARTMENTS</b>			<b>\$1,780.01</b>

## OFFICE DEPOT

OFFICE DEPOT	Customer Service	1 black toner for Color Laser_Jet printer	\$30.25
OFFICE DEPOT	Customer Service	1 black toner for color printer, 1 black toner f	\$50.91
<i>OFFICE DEPOT - Total For Customer Service</i>			<i>\$81.16</i>
OFFICE DEPOT	Finance	1 black toner for Color Laser_Jet printer	\$30.25
OFFICE DEPOT	Finance	1 black toner for color printer, 1 black toner f	\$50.93
<i>OFFICE DEPOT - Total For Finance</i>			<i>\$81.18</i>
OFFICE DEPOT	Health Insurance Fund	1 black toner for color printer, 1 black toner f	\$50.93
OFFICE DEPOT	Health Insurance Fund	1 black toner for Color Laser_Jet printer	\$30.25
<i>OFFICE DEPOT - Total For Health Insurance Fund</i>			<i>\$81.18</i>
OFFICE DEPOT	Human Resources	1 black toner for Color Laser_Jet printer	\$30.25
OFFICE DEPOT	Human Resources	1 black toner for color printer, 1 black toner f	\$50.93
<i>OFFICE DEPOT - Total For Human Resources</i>			<i>\$81.18</i>
OFFICE DEPOT	Risk Management	1 black toner for Color Laser_Jet printer	\$30.25
OFFICE DEPOT	Risk Management	1 black toner for color printer, 1 black toner f	\$50.93
<i>OFFICE DEPOT - Total For Risk Management</i>			<i>\$81.18</i>
<b>OFFICE DEPOT - ALL DEPARTMENTS</b>			<b>\$405.88</b>



## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Removal of decals from vehicle	\$294.00
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$294.00</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$294.00</b>

## ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest Control	\$150.97
<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$150.97</i>
<b>ORKIN LLC 002 - ALL DEPARTMENTS</b>			<b>\$150.97</b>

## OTT, JOHN O

OTT, JOHN O	Refuse Revenue and Transfer		\$300.00
<i>OTT, JOHN O - Total For Refuse Revenue and Transfers</i>			<i>\$300.00</i>
OTT, JOHN O	Water Revenue and Transfers		\$66.29
<i>OTT, JOHN O - Total For Water Revenue and Transfers</i>			<i>\$66.29</i>
<b>OTT, JOHN O - ALL DEPARTMENTS</b>			<b>\$366.29</b>

## OVERHEAD DOOR CO

OVERHEAD DOOR CO	Buildings & Structures Fund	Traffic building door repair	\$397.68
<i>OVERHEAD DOOR CO - Total For Buildings &amp; Structures Fund</i>			<i>\$397.68</i>
<b>OVERHEAD DOOR CO - ALL DEPARTMENTS</b>			<b>\$397.68</b>

## PCN STRATEGIES INC

PCN STRATEGIES INC	Capital Projects Fund	Getac Systems for 5 Units	\$1,060.95
<i>PCN STRATEGIES INC - Total For Capital Projects Fund</i>			<i>\$1,060.95</i>
<b>PCN STRATEGIES INC - ALL DEPARTMENTS</b>			<b>\$1,060.95</b>

## PIONEER ATHLETICS

PIONEER ATHLETICS	Rec Center - Sports Programs	Athletic Field Paint	\$1,998.70
<i>PIONEER ATHLETICS - Total For Rec Center - Sports Programs</i>			<i>\$1,998.70</i>

**PIONEER ATHLETICS - ALL DEPARTMENTS**

\$1,998.70

**POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	E-statements/payments / alert message serv	\$2,542.44
POSTAL PROS, INC.	Customer Service	Invoice printing / postage / mailing service	\$3,674.48
POSTAL PROS, INC.	Customer Service	Printing / postage / mailing service	\$3,914.31

*POSTAL PROS, INC. - Total For Customer Service* \$10,131.23

POSTAL PROS, INC.	Water Revenue and Transfers	E-statements/payments / alert message serv	\$588.00
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*POSTAL PROS, INC. - Total For Water Revenue and Transfers* \$588.00

**POSTAL PROS, INC. - ALL DEPARTMENTS**

\$10,719.23

**POWER EQUIPMENT CORP**

POWER EQUIPMENT CORP	Balefill - Baler Processing	Mirror	\$158.26
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*POWER EQUIPMENT CORP - Total For Balefill - Baler Processing* \$158.26

**POWER EQUIPMENT CORP - ALL DEPARTMENTS**

\$158.26

**PP FBINAACHPTR**

PP FBINAACHPTR	Police Career Services	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$75.00
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*PP FBINAACHPTR - Total For Police Career Services* \$75.00

**PP FBINAACHPTR - ALL DEPARTMENTS**

\$75.00

**PROMOTIONS NOW**

PROMOTIONS NOW	Fire-EMS Operations	Pub-ed supplies	\$994.53
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*PROMOTIONS NOW - Total For Fire-EMS Operations* \$994.53

**PROMOTIONS NOW - ALL DEPARTMENTS**

\$994.53

**PRONTO PUPS**

PRONTO PUPS	Aquatics - Concessions	Nacho Cheese for Outdoor Pools	\$409.38
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*PRONTO PUPS - Total For Aquatics - Concessions* \$409.38

**PRONTO PUPS - ALL DEPARTMENTS**

\$409.38

## PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Operations	GAS COMP 2 COUPLING	\$58.14
<i>PURVIS INDUSTRIES - Total For WWTP Operations</i>			<i>\$58.14</i>
<b>PURVIS INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$58.14</b>

## QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Customer Service	1 blue/cyan toner	\$48.17
<i>QUALITY OFFICE SOLUT - Total For Customer Service</i>			<i>\$48.17</i>
QUALITY OFFICE SOLUT	Finance	1 blue/cyan toner	\$48.19
<i>QUALITY OFFICE SOLUT - Total For Finance</i>			<i>\$48.19</i>
QUALITY OFFICE SOLUT	Health Insurance Fund	1 blue/cyan toner	\$48.19
<i>QUALITY OFFICE SOLUT - Total For Health Insurance Fund</i>			<i>\$48.19</i>
QUALITY OFFICE SOLUT	Human Resources	1 blue/cyan toner	\$48.19
<i>QUALITY OFFICE SOLUT - Total For Human Resources</i>			<i>\$48.19</i>
QUALITY OFFICE SOLUT	Risk Management	1 blue/cyan toner	\$48.19
<i>QUALITY OFFICE SOLUT - Total For Risk Management</i>			<i>\$48.19</i>
<b>QUALITY OFFICE SOLUT - ALL DEPARTMENTS</b>			<b>\$240.93</b>

## REVDANCE.TENTH HOUSE

REVDANCE.TENTH HOUSE	Rec Center - Operations	Costume Return for Dance Recital: Delivery d	(\$561.02)
<i>REVDANCE.TENTH HOUSE - Total For Rec Center - Operations</i>			<i>(\$561.02)</i>
<b>REVDANCE.TENTH HOUSE - ALL DEPARTMENTS</b>			<b>(\$561.02)</b>

## RIDLEY'S 1132

RIDLEY'S 1132	Fire-EMS Administration	Water for fire admin	\$8.38
<i>RIDLEY'S 1132 - Total For Fire-EMS Administration</i>			<i>\$8.38</i>
<b>RIDLEY'S 1132 - ALL DEPARTMENTS</b>			<b>\$8.38</b>

## RINK SYSTEMS

RINK SYSTEMS	Ice Arena - Classes	Goal Transporter - Mule Dolly for Game Nets	\$625.00
RINK SYSTEMS	Ice Arena - Classes	Practice Goals With Netting	\$1,375.00
<i>RINK SYSTEMS - Total For Ice Arena - Classes</i>			<i>\$2,000.00</i>

**RINK SYSTEMS - ALL DEPARTMENTS**

\$2,000.00

**Rocky Mountain**

Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$4,284.97
Rocky Mountain	Regional Water Operations	Bulk Chemicals - Oxygen	\$3,159.96
<i>Rocky Mountain - Total For Regional Water Operations</i>			\$7,444.93
<b>Rocky Mountain - ALL DEPARTMENTS</b>			\$7,444.93

**ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-089 9	\$358.61
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$373.26
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			\$731.87
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$9,489.25
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			\$9,489.25
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$761.75
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$761.75
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,383.74
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,383.74
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$4,823.92
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$4,823.92
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$2,090.09
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$2,090.09
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$884.10
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$884.10
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$3,091.59
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$3,091.59
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$54.52
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$54.52
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$229.04
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$229.04
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4	\$21,872.41
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$21,872.41
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-022 7	\$25.33
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4	\$1,734.72

ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations			\$1,760.05
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$20,514.95
ROCKY MOUNTAIN POWER - Total For Water Tanks			\$20,514.95
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$192.83
ROCKY MOUNTAIN POWER - Total For WWTP Operations			\$192.83
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$69,880.11</b>

## Rooter

Rooter	Golf - Operations	Portable restroom rental/s	\$909.50
Rooter - Total For Golf - Operations			\$909.50
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$853.65
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Rooter - Total For Parks - Parks Maint.			\$1,185.30
<b>Rooter - ALL DEPARTMENTS</b>			<b>\$2,094.80</b>

## S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	Camp Crafts including scrach art, wiggly eyes	\$26.10
S&S WORLDWIDE, - Total For Rec Center - Classes			\$26.10
S&S WORLDWIDE,	Rec Center - Operations	Camp Crafts including scrach art, wiggly eyes	\$111.59
S&S WORLDWIDE, - Total For Rec Center - Operations			\$111.59
<b>S&amp;S WORLDWIDE, - ALL DEPARTMENTS</b>			<b>\$137.69</b>

## SAFARILAND LLC

SAFARILAND LLC	Police Career Services	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$170.36
SAFARILAND LLC - Total For Police Career Services			\$170.36
<b>SAFARILAND LLC - ALL DEPARTMENTS</b>			<b>\$170.36</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	JANITOR SUPPLIES	\$17.08
SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill			\$17.08
SAMS CLUB #6425	Code Enforcement	WHOLESALE CLUBS	\$155.58
SAMS CLUB #6425 - Total For Code Enforcement			\$155.58
SAMS CLUB #6425	Fire-EMS Operations	Stations supplies	\$443.98

<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$443.98</i>
SAMS CLUB #6425	Golf - Operations	Golf Shop Supplies	\$241.11
<i>SAMS CLUB #6425 - Total For Golf - Operations</i>			<i>\$241.11</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSION Resale	\$73.48
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$73.48</i>
SAMS CLUB #6425	Refuse - Recycling	TRUCK BARN SUPPLIES	\$320.12
<i>SAMS CLUB #6425 - Total For Refuse - Recycling</i>			<i>\$320.12</i>
SAMS CLUB #6425	Sewer Wastewater Collection	office supplies	\$59.94
<i>SAMS CLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$59.94</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,311.29</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Aquatics - Concessions	Concession Food Items to Sell	\$38.28
SAMSCLUB #6425	Aquatics - Concessions	Trash Bags	\$71.12
<i>SAMSCLUB #6425 - Total For Aquatics - Concessions</i>			<i>\$109.40</i>
SAMSCLUB #6425	Fire-EMS Operations	Annual membership renewal	\$100.00
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$100.00</i>
SAMSCLUB #6425	Fire-EMS Prevent & Inspect	TV for CRR Blue Beam Plan Review	\$699.00
<i>SAMSCLUB #6425 - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$699.00</i>
SAMSCLUB #6425	Ice Arena - Concessions	Concession - Resale Food	\$141.32
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$141.32</i>
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,049.72</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Aquatics - Concessions	Concession Food Items to Sell	\$1,251.68
<i>SAMSCLUB.COM - Total For Aquatics - Concessions</i>			<i>\$1,251.68</i>
SAMSCLUB.COM	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$161.89
SAMSCLUB.COM	Balefill - Disposal & Landfill	SCALEHOUSE CUSTOMER SUPPLIES FOR WIN	\$99.88
<i>SAMSCLUB.COM - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$261.77</i>
<b>SAMSCLUB.COM - ALL DEPARTMENTS</b>			<b>\$1,513.45</b>

## SCHNEIDER, BRANDON

SCHNEIDER, BRANDON	Refuse Revenue and Transfer		\$334.06
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SCHNEIDER, BRANDON - Total For Refuse Revenue and Transfers	\$334.06
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<b>SCHNEIDER, BRANDON - ALL DEPARTMENTS</b>	<b>\$334.06</b>
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## SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	IdentiFire SCBA Accountability System	\$3,149.09
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SEA-WESTERN INC - Total For Fire-EMS Operations	\$3,149.09
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<b>SEA-WESTERN INC - ALL DEPARTMENTS</b>	<b>\$3,149.09</b>
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## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$100.80
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$120.60
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$57.01
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$95.00
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$128.16
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SHELL OIL 5744427920 - Total For Fire-EMS Operations	\$501.57
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<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>	<b>\$501.57</b>
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## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint supplies for PD Shooting Range - Sherw	\$49.20
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SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund	\$49.20
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<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>	<b>\$49.20</b>
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## SIMPLOT T&H DEN

SIMPLOT T&H DEN	Golf - Operations	12.5 Gallon Wetting Agent, 3 Gallons Podium	\$1,785.00
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SIMPLOT T&H DEN - Total For Golf - Operations	\$1,785.00
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SIMPLOT T&H DEN	Parks - Athletic Maint.	Liquid Fertilizer for Fertiation system	\$1,475.00
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SIMPLOT T&H DEN - Total For Parks - Athletic Maint.	\$1,475.00
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<b>SIMPLOT T&amp;H DEN - ALL DEPARTMENTS</b>	<b>\$3,260.00</b>
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## SIMPLOT TURF & HORTI

SIMPLOT TURF & HORTI	Weed & Pest Fund	Herbicide	\$1,582.40
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SIMPLOT TURF & HORTI - Total For Weed & Pest Fund	\$1,582.40
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**SIMPLOT TURF & HORTI - ALL DEPARTMENTS**

\$1,582.40

**SIRCHIE ACQUISITION**

SIRCHIE ACQUISITION	Police Investigations	Forensic / evidence supplies	\$475.21
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<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			\$475.21
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SIRCHIE ACQUISITION	Police Traffic Enforcement	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$82.42
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<i>SIRCHIE ACQUISITION - Total For Police Traffic Enforcement</i>			\$82.42
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**SIRCHIE ACQUISITION - ALL DEPARTMENTS**

\$557.63

**SMITH PSYCHOLOGICAL**

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

\$400.00

**SMITHS FOOD #4185**

SMITHS FOOD #4185	Fire-EMS Administration	Ream of paper	\$6.49
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<i>SMITHS FOOD #4185 - Total For Fire-EMS Administration</i>			\$6.49
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SMITHS FOOD #4185	Fire-EMS Operations	Propane	\$23.09
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<i>SMITHS FOOD #4185 - Total For Fire-EMS Operations</i>			\$23.09
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SMITHS FOOD #4185	Regional Water Operations	Congrats on Retirement Cake for Clint - JPB	\$32.99
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<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			\$32.99
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**SMITHS FOOD #4185 - ALL DEPARTMENTS**

\$62.57

**SOLSBURY HILL LLC**

SOLSBURY HILL LLC	Parks - Parks Maint.	Sprinkler system repair	\$341.00
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<i>SOLSBURY HILL LLC - Total For Parks - Parks Maint.</i>			\$341.00
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**SOLSBURY HILL LLC - ALL DEPARTMENTS**

\$341.00

**SOURCE OFFICE**

SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$546.88
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<i>SOURCE OFFICE - Total For Public Safety Communications</i>			\$546.88
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**SOURCE OFFICE - ALL DEPARTMENTS**

\$546.88

**SP MILITAU**

SP MILITAU	Police Career Services	COMPUTER SOFTWARE STORES	\$605.00
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<i>SP MILITAU - Total For Police Career Services</i>			<i>\$605.00</i>
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**SP MILITAU - ALL DEPARTMENTS**

\$605.00

**SPARE LABS INC**

SPARE LABS INC	Public Transit - CARES Act	Metered Max Active Vehicles - May 2022	\$750.00
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<i>SPARE LABS INC - Total For Public Transit - CARES Act</i>			<i>\$750.00</i>
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**SPARE LABS INC - ALL DEPARTMENTS**

\$750.00

**SPORTSMANS WAREHOUSE**

SPORTSMANS WAREHOUSE	Fire-EMS Prevent & Inspect	Uniform Boots	\$209.99
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<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$209.99</i>
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**SPORTSMANS WAREHOUSE - ALL DEPARTMENTS**

\$209.99

**SQ COMPUTER PROFESS**

SQ COMPUTER PROFESS	Balefill - Disposal & Landfill	CREDIT FOR WRONG UPS ORDERED FOR LDF	(\$399.80)
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SQ COMPUTER PROFESS	Balefill - Disposal & Landfill	UPS'S FOR LANDFILL	\$399.80
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<i>SQ COMPUTER PROFESS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$0.00</i>
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SQ COMPUTER PROFESS	Customer Service	MONITORS	\$398.00
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<i>SQ COMPUTER PROFESS - Total For Customer Service</i>			<i>\$398.00</i>
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SQ COMPUTER PROFESS	Fire-EMS Operations	Adapters for St. 1 computer	\$29.90
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<i>SQ COMPUTER PROFESS - Total For Fire-EMS Operations</i>			<i>\$29.90</i>
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SQ COMPUTER PROFESS	Golf - Operations	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$99.95
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<i>SQ COMPUTER PROFESS - Total For Golf - Operations</i>			<i>\$99.95</i>
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SQ COMPUTER PROFESS	Information Services	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$99.95
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<i>SQ COMPUTER PROFESS - Total For Information Services</i>			<i>\$99.95</i>
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SQ COMPUTER PROFESS	Rec Center - Operations	Power Backup for computers CRC Front Desk	\$99.95
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<i>SQ COMPUTER PROFESS - Total For Rec Center - Operations</i>			<i>\$99.95</i>
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SQ COMPUTER PROFESS	Streets	HDMI Adapter - Wireless Mouse	\$54.94
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<i>SQ COMPUTER PROFESS - Total For Streets</i>			<i>\$54.94</i>
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**SQ COMPUTER PROFESS - ALL DEPARTMENTS**

\$782.69

**SQ OCCASIONS BY**

SQ OCCASIONS BY	Police Administration	BANDS, ORCHESTRAS, ENTERTAINERS	\$1,447.50
<i>SQ OCCASIONS BY - Total For Police Administration</i>			<i>\$1,447.50</i>

**SQ OCCASIONS BY - ALL DEPARTMENTS**

\$1,447.50

**SQ PEDEN'S INC.**

SQ PEDEN'S INC.	Public Transit - Operations	MEN'S AND WOMEN'S CLOTHING STORES	\$108.00
<i>SQ PEDEN'S INC. - Total For Public Transit - Operations</i>			<i>\$108.00</i>

**SQ PEDEN'S INC. - ALL DEPARTMENTS**

\$108.00

**SQ RICK'S CUSTOMS**

SQ RICK'S CUSTOMS	Fire-EMS Administration	Award for John Miller	\$77.25
<i>SQ RICK'S CUSTOMS - Total For Fire-EMS Administration</i>			<i>\$77.25</i>

**SQ RICK'S CUSTOMS - ALL DEPARTMENTS**

\$77.25

**SQ WIND CITY SWEETS**

SQ WIND CITY SWEETS	Fire-EMS Operations	Cupcake cake for promotional ceremony	\$172.00
<i>SQ WIND CITY SWEETS - Total For Fire-EMS Operations</i>			<i>\$172.00</i>

**SQ WIND CITY SWEETS - ALL DEPARTMENTS**

\$172.00

**STAPLES**

STAPLES	Fire-EMS Training	Ink Cartridge and USB Drives	\$109.98
<i>STAPLES - Total For Fire-EMS Training</i>			<i>\$109.98</i>
STAPLES	Fleet Maintenance Fund	WIRELESS KEYBOARD & MOUSE, MOUSE PA	\$48.98
<i>STAPLES - Total For Fleet Maintenance Fund</i>			<i>\$48.98</i>
STAPLES	Police Federal Grants	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$259.98
<i>STAPLES - Total For Police Federal Grants</i>			<i>\$259.98</i>
STAPLES	Public Transit - Operations	Dispatch Headset	(\$139.99)
<i>STAPLES - Total For Public Transit - Operations</i>			<i>(\$139.99)</i>
STAPLES	Water Distribution	Computer cords	\$39.98

STAPLES - Total For Water Distribution	\$39.98
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STAPLES - ALL DEPARTMENTS	\$318.93
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## STAPLES DIRECT

STAPLES DIRECT	Police Federal Grants	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$80.32
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STAPLES DIRECT - Total For Police Federal Grants	\$80.32
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STAPLES DIRECT - ALL DEPARTMENTS	\$80.32
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## STATE OF WY.

STATE OF WY.	Fire-EMS Training	Background checks	\$39.00
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STATE OF WY. - Total For Fire-EMS Training	\$39.00
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STATE OF WY. - ALL DEPARTMENTS	\$39.00
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## STOTZ EQUIPMENT

STOTZ EQUIPMENT	Regional Water Operations	Weed Trimmer & Parts	\$453.33
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STOTZ EQUIPMENT - Total For Regional Water Operations	\$453.33
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STOTZ EQUIPMENT - ALL DEPARTMENTS	\$453.33
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## SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Air temperature control air compressor repai	\$55.00
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SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Installation of new outlets	\$538.98
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SUMMIT ELECTRIC LLC. - Total For Buildings & Structures Fund	\$593.98
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SUMMIT ELECTRIC LLC.	Fire-EMS Operations	Station 1 Electrical Work	\$3,916.96
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SUMMIT ELECTRIC LLC. - Total For Fire-EMS Operations	\$3,916.96
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SUMMIT ELECTRIC LLC.	Risk Management	Repair on burned down panel	\$5,317.43
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SUMMIT ELECTRIC LLC. - Total For Risk Management	\$5,317.43
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SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS	\$9,828.37
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## SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Golf - Operations	Fire Supression Inspection	\$598.50
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SUMMIT FIRE & SECURI	Golf - Operations	Fire Suppression inspection	\$256.50
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SUMMIT FIRE & SECURI - Total For Golf - Operations	\$855.00
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**SUMMIT FIRE & SECURI - ALL DEPARTMENTS**

\$855.00

**SUMMIT FIRE AND SECU**

SUMMIT FIRE AND SECU	Public Transit - Operations	Fire Extinguishers	\$274.50
<i>SUMMIT FIRE AND SECU - Total For Public Transit - Operations</i>			<i>\$274.50</i>
SUMMIT FIRE AND SECU	Streets	Annuals on Fire Extinguishers	\$1,037.00
<i>SUMMIT FIRE AND SECU - Total For Streets</i>			<i>\$1,037.00</i>
<b>SUMMIT FIRE AND SECU - ALL DEPARTMENTS</b>			<b>\$1,311.50</b>

**SUTHERLANDS 2219**

SUTHERLANDS 2219	Aquatics - Pool	Compression Sleeves for 1/4 Inch Copper Pip	\$3.08
<i>SUTHERLANDS 2219 - Total For Aquatics - Pool</i>			<i>\$3.08</i>
SUTHERLANDS 2219	Buildings & Structures Fund	Boiler repair supplies for PV Pool - Sutherlan	\$30.68
<i>SUTHERLANDS 2219 - Total For Buildings &amp; Structures Fund</i>			<i>\$30.68</i>
SUTHERLANDS 2219	Refuse - Residential	FENCE REPAIRS	\$181.91
<i>SUTHERLANDS 2219 - Total For Refuse - Residential</i>			<i>\$181.91</i>
SUTHERLANDS 2219	Water Administration	Flashlights	\$75.98
<i>SUTHERLANDS 2219 - Total For Water Administration</i>			<i>\$75.98</i>
SUTHERLANDS 2219	Water Distribution	DRILL BIT	\$23.29
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$23.29</i>
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$314.94</b>

**SWI, LLC**

SWI, LLC	Balefill - Disposal & Landfill	Gate repair	\$374.95
SWI, LLC	Balefill - Disposal & Landfill	Gate repair	\$472.17
SWI, LLC	Balefill - Disposal & Landfill	Gate installation	\$1,885.00
<i>SWI, LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,732.12</i>
<b>SWI, LLC - ALL DEPARTMENTS</b>			<b>\$2,732.12</b>

**TARGET**

TARGET	Rec Center - Admin	Dry Erase Kit/Office Complimentary Candy	\$30.17
<i>TARGET - Total For Rec Center - Admin</i>			<i>\$30.17</i>

**TARGET - ALL DEPARTMENTS**

\$30.17

**THE HOME DEPOT**

THE HOME DEPOT	Aquatics - Pool	Parts for 1/4 Inch Copper Pipe Replacement	\$44.22
THE HOME DEPOT	Aquatics - Pool	Pipe Tape for Outdoor Facilities	\$18.32
<i>THE HOME DEPOT - Total For Aquatics - Pool</i>			\$62.54
THE HOME DEPOT	Balefill - Disposal & Landfill	DOOR 5 ANGLE INVESTIGATION	\$36.94
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			\$36.94
THE HOME DEPOT	Buildings & Structures Fund	HVAC PM Supplies for Golf Course - Home D	\$55.08
THE HOME DEPOT	Buildings & Structures Fund	Painting Supplies for PD Shooting Range - Ho	\$40.88
THE HOME DEPOT	Buildings & Structures Fund	Painting supplies PD Shooting Range - Home	\$17.94
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$150.82
THE HOME DEPOT	Buildings & Structures Fund	Business Center - Trash Can for Specialty Cou	\$14.97
THE HOME DEPOT	Buildings & Structures Fund	New outlet cover for Hogadon generator - H	\$78.21
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			\$357.90
THE HOME DEPOT	Cemetery	FLOWERS PERENNIALS	\$174.36
THE HOME DEPOT	Cemetery	SOD FOR NEW GRAVES	\$39.90
<i>THE HOME DEPOT - Total For Cemetery</i>			\$214.26
THE HOME DEPOT	Fire-EMS Operations	Sprinkler parts and flowers for St.1	\$111.54
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$111.54
THE HOME DEPOT	Fire-EMS Prevent & Inspect	Tools/CO Detectors	\$371.64
<i>THE HOME DEPOT - Total For Fire-EMS Prevent &amp; Inspect</i>			\$371.64
THE HOME DEPOT	Ft. Caspar Museum	Refrigerator and microwave for museum bre	\$906.98
<i>THE HOME DEPOT - Total For Ft. Caspar Museum</i>			\$906.98
THE HOME DEPOT	Hogadon - Operations	Flowers Lodge	\$133.95
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$133.95
THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$293.37
<i>THE HOME DEPOT - Total For Metro Animal Shelter</i>			\$293.37
THE HOME DEPOT	Parks - Athletic Maint.	Grease Gun for equipment	\$199.00
THE HOME DEPOT	Parks - Athletic Maint.	Weed Eater Blades for Fence Lines	\$42.35
THE HOME DEPOT	Parks - Athletic Maint.	Grease Gun Credit (Wrong Size)	(\$149.00)
THE HOME DEPOT	Parks - Athletic Maint.	Grease gun starter kit, with charger.	\$328.00
<i>THE HOME DEPOT - Total For Parks - Athletic Maint.</i>			\$420.35
THE HOME DEPOT	Parks - Parks Maint.	supplies	\$113.64
THE HOME DEPOT	Parks - Parks Maint.	FLOWERS FOR EVENTS DRIVE (RANDY)	\$119.02

<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$232.66
THE HOME DEPOT	Parks - Special Areas	ANNUALS FOR SA	\$123.20
THE HOME DEPOT	Parks - Special Areas	ANNUALS AND PERENIALS SA	\$229.42
THE HOME DEPOT	Parks - Special Areas	SPECIAL AREAS FLOWERS	\$278.75
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			\$631.37
THE HOME DEPOT	Rec Center - Sports Programs	Nail Drag Items	\$188.64
<i>THE HOME DEPOT - Total For Rec Center - Sports Programs</i>			\$188.64
THE HOME DEPOT	Risk Management	Supplies for Mike Sedar Concessions Grid Cei	\$53.85
<i>THE HOME DEPOT - Total For Risk Management</i>			\$53.85
THE HOME DEPOT	Streets	Sakrete for concrete patching	\$415.73
<i>THE HOME DEPOT - Total For Streets</i>			\$415.73
THE HOME DEPOT	Traffic Control	Easy out set for signal repairs	\$28.97
<i>THE HOME DEPOT - Total For Traffic Control</i>			\$28.97
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$4,460.69</b>

## THE LIFEGUARD

THE LIFEGUARD	Aquatics - Operations	Whistles for Staff	\$188.00
<i>THE LIFEGUARD - Total For Aquatics - Operations</i>			\$188.00
THE LIFEGUARD	Aquatics - Pool	Hip Packs for Staff	\$300.00
<i>THE LIFEGUARD - Total For Aquatics - Pool</i>			\$300.00
<b>THE LIFEGUARD - ALL DEPARTMENTS</b>			<b>\$488.00</b>

## THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Monthly service fee for Fire Admin copier	\$92.55
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			\$92.55
<b>THE OFFICE SHOP, INC - ALL DEPARTMENTS</b>			<b>\$92.55</b>

## The Webstaurant Stor

The Webstaurant Stor	Refuse - Residential	WINDSHIELD WASHER STATIONS FOR TRUCK	\$1,475.96
<i>The Webstaurant Stor - Total For Refuse - Residential</i>			\$1,475.96
<b>The Webstaurant Stor - ALL DEPARTMENTS</b>			<b>\$1,475.96</b>

## Thyssenkrupp

Thyssenkrupp	Capital Projects Fund	Elevator repair	\$786.50
<i>Thyssenkrupp - Total For Capital Projects Fund</i>			<i>\$786.50</i>
<b>Thyssenkrupp - ALL DEPARTMENTS</b>			<b>\$786.50</b>

## TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP	Metro Animal Control	SPORTING GOODS STORES	\$198.29
<i>TOMAHAWK LIVE TRAP - Total For Metro Animal Control</i>			<i>\$198.29</i>
<b>TOMAHAWK LIVE TRAP - ALL DEPARTMENTS</b>			<b>\$198.29</b>

## TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN	Balefill - Disposal & Landfill	ADVERTISING SERVICES	\$240.00
<i>TOWNSQUARE MEDIA, IN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$240.00</i>
<b>TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS</b>			<b>\$240.00</b>

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Buildings & Structures Fund	Boiler repair supplies for PV Pool - Tractor Su	\$2.29
<i>TRACTOR SUPPLY CO - Total For Buildings &amp; Structures Fund</i>			<i>\$2.29</i>
TRACTOR SUPPLY CO	Hogadon - Operations	inner tubes	\$29.98
<i>TRACTOR SUPPLY CO - Total For Hogadon - Operations</i>			<i>\$29.98</i>
TRACTOR SUPPLY CO	Ice Arena - Operations	Propane for Olympia	\$68.22
TRACTOR SUPPLY CO	Ice Arena - Operations	Propane Fuel for Olympia	\$68.98
<i>TRACTOR SUPPLY CO - Total For Ice Arena - Operations</i>			<i>\$137.20</i>
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS	\$402.73
<i>TRACTOR SUPPLY CO - Total For Metro Animal Shelter</i>			<i>\$402.73</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$572.20</b>

## TREETOP PRODUCTS INC

TREETOP PRODUCTS INC	Public Transit - CARES Act	2 Hip End Roof Bus Shelters	\$20,529.63
<i>TREETOP PRODUCTS INC - Total For Public Transit - CARES Act</i>			<i>\$20,529.63</i>
<b>TREETOP PRODUCTS INC - ALL DEPARTMENTS</b>			<b>\$20,529.63</b>

## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Senior Center Parking Lot Impr	\$73,275.40
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$73,275.40</i>
<b>TRETO CONST. - ALL DEPARTMENTS</b>			<b>\$73,275.40</b>

## TST WYOMING RIB

TST WYOMING RIB	City Manager	Lunch meeting	\$77.47
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$77.47</i>
<b>TST WYOMING RIB - ALL DEPARTMENTS</b>			<b>\$77.47</b>

## TURF MASTER

TURF MASTER	Golf - Operations	3500 sq. ft sod. and delivery	\$1,767.50
<i>TURF MASTER - Total For Golf - Operations</i>			<i>\$1,767.50</i>
<b>TURF MASTER - ALL DEPARTMENTS</b>			<b>\$1,767.50</b>

## TW ENTERPRISES INC

TW ENTERPRISES INC	Fleet Maintenance Fund	Generator repair	\$350.17
TW ENTERPRISES INC	Fleet Maintenance Fund	Generator service / maintenance	\$567.20
TW ENTERPRISES INC	Fleet Maintenance Fund	Generator repair	\$553.52
<i>TW ENTERPRISES INC - Total For Fleet Maintenance Fund</i>			<i>\$1,470.89</i>
<b>TW ENTERPRISES INC - ALL DEPARTMENTS</b>			<b>\$1,470.89</b>

## U S ARMORMENT

U S ARMORMENT	Police Administration	SPORTING GOODS STORES	\$1,063.42
<i>U S ARMORMENT - Total For Police Administration</i>			<i>\$1,063.42</i>
<b>U S ARMORMENT - ALL DEPARTMENTS</b>			<b>\$1,063.42</b>

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Police Traffic Enforcement	CATALOG MERCHANTS	(\$78.96)
ULINE SHIP SUPPLIE	Police Traffic Enforcement	CATALOG MERCHANTS	(\$25.20)
<i>ULINE SHIP SUPPLIE - Total For Police Traffic Enforcement</i>			<i>(\$104.16)</i>
<b>ULINE SHIP SUPPLIE - ALL DEPARTMENTS</b>			<b>(\$104.16)</b>



## UNDERCOVER

UNDERCOVER	Parks - Parks Maint.	MISCELLANEOUS CANOPY FOR CEMETERY F	\$425.97
<i>UNDERCOVER - Total For Parks - Parks Maint.</i>			<i>\$425.97</i>
<b>UNDERCOVER - ALL DEPARTMENTS</b>			<b>\$425.97</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$24.00
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$627.84
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$250.00
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$901.84</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$901.84</b>

## UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Ph	\$95.29
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.29</i>
<b>UNION WIRELESS - ALL DEPARTMENTS</b>			<b>\$95.29</b>

## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	May Pre-Employment, Random, & Post Accid	\$2,926.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$2,926.00</i>
URGENT CARE OF CASPE	Public Transit - Operations	DOT Physicals	\$285.00
<i>URGENT CARE OF CASPE - Total For Public Transit - Operations</i>			<i>\$285.00</i>
<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$3,211.00</b>

## USA ARCHERY

USA ARCHERY	Rec Center - Classes	Training/Archery Instructor	\$15.00
<i>USA ARCHERY - Total For Rec Center - Classes</i>			<i>\$15.00</i>
<b>USA ARCHERY - ALL DEPARTMENTS</b>			<b>\$15.00</b>

## USPS PO 5715580945

USPS PO 5715580945	City Attorney	Certified Mail for Taylor Case	\$9.16
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USPS PO 5715580945	City Attorney	Certified Mail -- Zachary Hunter Case	\$9.16
USPS PO 5715580945	City Attorney	Certified mail for Taylor Hearing	\$7.38
<i>USPS PO 5715580945 - Total For City Attorney</i>			<i>\$25.70</i>
USPS PO 5715580945	Parks - Parks Maint.	POSTAGE STAMPS	\$58.00
<i>USPS PO 5715580945 - Total For Parks - Parks Maint.</i>			<i>\$58.00</i>
USPS PO 5715580945	Police Records	POSTAGE STAMPS	\$35.78
<i>USPS PO 5715580945 - Total For Police Records</i>			<i>\$35.78</i>
<b>USPS PO 5715580945 - ALL DEPARTMENTS</b>			<b>\$119.48</b>

## USPS.COM POSTAL STOR

USPS.COM POSTAL STOR	Planning	POSTAGE STAMPS	\$292.00
<i>USPS.COM POSTAL STOR - Total For Planning</i>			<i>\$292.00</i>
<b>USPS.COM POSTAL STOR - ALL DEPARTMENTS</b>			<b>\$292.00</b>

## VCN WYDOTIFTAIRP

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	TRANSFER OF LICENSE PLATES	\$22.25
<i>VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund</i>			<i>\$22.25</i>
<b>VCN WYDOTIFTAIRP - ALL DEPARTMENTS</b>			<b>\$22.25</b>

## VENJOHN, STEVEN

VENJOHN, STEVEN	Water Revenue and Transfers		\$234.94
<i>VENJOHN, STEVEN - Total For Water Revenue and Transfers</i>			<i>\$234.94</i>
<b>VENJOHN, STEVEN - ALL DEPARTMENTS</b>			<b>\$234.94</b>

## VENTURESURPLUS

VENTURESURPLUS	Police Career Services	VARIETY STORES	\$372.90
<i>VENTURESURPLUS - Total For Police Career Services</i>			<i>\$372.90</i>
<b>VENTURESURPLUS - ALL DEPARTMENTS</b>			<b>\$372.90</b>

## VERIZON WIRELESS

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$40.01
<i>VERIZON WIRELESS - Total For Cemetery</i>			<i>\$40.01</i>

VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$1,720.43</i>
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$27.28
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$27.28</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$1,787.72</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular service for Ipads	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$120.03</i>
VZWRLSS MY VZ VB P	Regional Water Operations	Upper Rock Creek Reservoir SCADA & Cell Ph	\$49.10
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$49.10</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$169.13</b>

## WAL-MART #1617

WAL-MART #1617	Aquatics - Concessions	Spray Butter, Tape, Scissors, Dish Soap, Batte	\$86.36
<i>WAL-MART #1617 - Total For Aquatics - Concessions</i>			<i>\$86.36</i>
WAL-MART #1617	Cemetery	INVERTER FOR CHARGING BATTERIES WITH	\$34.53
<i>WAL-MART #1617 - Total For Cemetery</i>			<i>\$34.53</i>
WAL-MART #1617	Ice Arena - Concessions	CONCESSIONS - Butter Spray	\$25.64
<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			<i>\$25.64</i>
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$73.50
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$68.64
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			<i>\$142.14</i>
WAL-MART #1617	Parks - Special Areas	FLOWERES SPECIAL AREAS EVENTS DRIVE	\$269.34
<i>WAL-MART #1617 - Total For Parks - Special Areas</i>			<i>\$269.34</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$558.01</b>

## WALMART.COM AA

WALMART.COM AA	Fire-EMS Operations	Supplies for promotional ceremony	\$63.82
<i>WALMART.COM AA - Total For Fire-EMS Operations</i>			<i>\$63.82</i>
<b>WALMART.COM AA - ALL DEPARTMENTS</b>			<b>\$63.82</b>

## WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	2nd & Lincoln Paving Improveme	\$10,366.40
WAYNE COLEMAN CONSTR	Capital Projects Fund	Construction project - not bui	\$68,739.86
WAYNE COLEMAN CONSTR - Total For Capital Projects Fund			\$79,106.26
WAYNE COLEMAN CONSTR	Water Distribution	Construction project - not bui	\$4,568.08
WAYNE COLEMAN CONSTR - Total For Water Distribution			\$4,568.08
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$83,674.34

## WEAR PARTS INC

WEAR PARTS INC	Aquatics - Operations	Screws for PV Pool	\$24.90
WEAR PARTS INC - Total For Aquatics - Operations			\$24.90
WEAR PARTS INC - ALL DEPARTMENTS			\$24.90

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Water Distribution	Poplar-CYtoCollins Design Wate	\$646.00
WESTERN WATER CONSUL - Total For Water Distribution			\$646.00
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$646.00

## WHENTOWORK INC

WHENTOWORK INC	Public Transit - Operations	COMPUTER Scheduling Software	\$360.00
WHENTOWORK INC - Total For Public Transit - Operations			\$360.00
WHENTOWORK INC - ALL DEPARTMENTS			\$360.00

## WILCOX, HELEN

WILCOX, HELEN	Water Revenue and Transfers		\$638.85
WILCOX, HELEN - Total For Water Revenue and Transfers			\$638.85
WILCOX, HELEN - ALL DEPARTMENTS			\$638.85

## Wired

Wired	Capital Projects Fund	Ice Arena Lighting Replacement	\$31,006.10
Wired - Total For Capital Projects Fund			\$31,006.10

**Wired - ALL DEPARTMENTS**

\$31,006.10

**WLC ENGINEERING - SU**

WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$747.10
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$747.10</i>
WLC ENGINEERING - SU	Engineering	Lander surveying services	\$1,015.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$1,015.00</i>
WLC ENGINEERING - SU	Water Administration	Surveying / Platting to replat	\$73.25
<i>WLC ENGINEERING - SU - Total For Water Administration</i>			<i>\$73.25</i>
WLC ENGINEERING - SU	Water Distribution	Construction Admin Derington W	\$19,860.00
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$19,860.00</i>
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$21,695.35</b>

**WM SUPERCENTER**

WM SUPERCENTER	Aquatics - Operations	Extension Cords and Hose	\$304.41
<i>WM SUPERCENTER - Total For Aquatics - Operations</i>			<i>\$304.41</i>
WM SUPERCENTER	Aquatics - Pool	Wall Anchors, Green Extension Cord, Orange	\$95.00
<i>WM SUPERCENTER - Total For Aquatics - Pool</i>			<i>\$95.00</i>
WM SUPERCENTER	Balefill - Disposal & Landfill	FACILITY LANDSCAPING	\$185.28
<i>WM SUPERCENTER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$185.28</i>
WM SUPERCENTER	Fire-EMS Administration	Fire Admin office Supplies	\$73.91
<i>WM SUPERCENTER - Total For Fire-EMS Administration</i>			<i>\$73.91</i>
WM SUPERCENTER	Fire-EMS Operations	Bottled water for station	\$10.44
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$10.44</i>
WM SUPERCENTER	Rec Center - Classes	Cooking Class supplies, Summer Camp Specia	\$83.39
WM SUPERCENTER	Rec Center - Classes	Summer Camp Special Day Supplies, Cookies	\$26.36
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$109.75</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$778.79</b>

**WORDPRESS GTLSAVPGM3**

WORDPRESS GTLSAVPGM3	Metro Animal Shelter	COMPUTER AND DATA PROCESSING SERVICE	\$180.00
<i>WORDPRESS GTLSAVPGM3 - Total For Metro Animal Shelter</i>			<i>\$180.00</i>

**WORDPRESS GTLSAVPGM3 - ALL DEPARTMENTS**

\$180.00

**WORLDWIDE INDUSTRIES**

WORLDWIDE INDUSTRIES	Water Tanks	2022 CPU Tank Painting	\$160,739.53
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<i>WORLDWIDE INDUSTRIES - Total For Water Tanks</i>			<i>\$160,739.53</i>
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**WORLDWIDE INDUSTRIES - ALL DEPARTMENTS**

\$160,739.53

**WPSG, INC.**

WPSG, INC.	Fire-EMS Operations	Witmer - Fire hose mounting	\$648.80
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<i>WPSG, INC. - Total For Fire-EMS Operations</i>			<i>\$648.80</i>
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**WPSG, INC. - ALL DEPARTMENTS**

\$648.80

**WPY Production**

WPY Production	Rec Center - Classes	Babysitting Class supplies	\$287.00
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<i>WPY Production - Total For Rec Center - Classes</i>			<i>\$287.00</i>
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**WPY Production - ALL DEPARTMENTS**

\$287.00

**WWW.BIGHORNDDESIGN.CO**

WWW.BIGHORNDDESIGN.CO	Police Federal Grants	COMMERCIAL PHOTOGRAPHY, ART, AND GR	\$157.00
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<i>WWW.BIGHORNDDESIGN.CO - Total For Police Federal Grants</i>			<i>\$157.00</i>
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**WWW.BIGHORNDDESIGN.CO - ALL DEPARTMENTS**

\$157.00

**WY. LAW ENFORCEMENT**

WY. LAW ENFORCEMENT	Police Career Services	Fieldcraft Survival Vehicle Dynamics	\$1,050.00
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<i>WY. LAW ENFORCEMENT - Total For Police Career Services</i>			<i>\$1,050.00</i>
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WY. LAW ENFORCEMENT	Public Safety Communication	WLEA basic training	\$1,650.00
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<i>WY. LAW ENFORCEMENT - Total For Public Safety Communications</i>			<i>\$1,650.00</i>
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**WY. LAW ENFORCEMENT - ALL DEPARTMENTS**

\$2,700.00

**WY. MACHINERY CO.**

WY. MACHINERY CO.	Balefill - Baler Processing	Replace 40 Year Old North Baler Cooling Fan	\$22,419.00
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<i>WY. MACHINERY CO. - Total For Balefill - Baler Processing</i>			<i>\$22,419.00</i>
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment rental	\$440.00
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$440.00</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	Loader fork tine replacements	\$8,806.16
WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$1,621.23
WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$16,872.30
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$27,299.69</i>
WY. MACHINERY CO.	Refuse - Recycling	FORKLIFT RENTAL MRF	\$1,256.25
<i>WY. MACHINERY CO. - Total For Refuse - Recycling</i>			<i>\$1,256.25</i>
<b>WY. MACHINERY CO. - ALL DEPARTMENTS</b>			<b>\$51,414.94</b>

## WY. PEACE OFFICERS A

WY. PEACE OFFICERS A	Police Career Services	Memberships	\$240.00
<i>WY. PEACE OFFICERS A - Total For Police Career Services</i>			<i>\$240.00</i>
<b>WY. PEACE OFFICERS A - ALL DEPARTMENTS</b>			<b>\$240.00</b>

## WYCOMP, INC.

WYCOMP, INC.	RWS - Guardian	Collection of samples	\$1,460.00
<i>WYCOMP, INC. - Total For RWS - Guardian</i>			<i>\$1,460.00</i>
<b>WYCOMP, INC. - ALL DEPARTMENTS</b>			<b>\$1,460.00</b>

## WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI	Police Administration	Cameras	\$3,271.00
<i>WYOMING CAMERA OUTFI - Total For Police Administration</i>			<i>\$3,271.00</i>
<b>WYOMING CAMERA OUTFI - ALL DEPARTMENTS</b>			<b>\$3,271.00</b>

## WYOMING FINANCIAL PR

WYOMING FINANCIAL PR	Buildings & Structures Fund	HVAC maintenance - May 2022	\$719.64
<i>WYOMING FINANCIAL PR - Total For Buildings &amp; Structures Fund</i>			<i>\$719.64</i>
<b>WYOMING FINANCIAL PR - ALL DEPARTMENTS</b>			<b>\$719.64</b>

## WYOMING FIRST AID &

WYOMING FIRST AID &	Fleet Maintenance Fund	First aid supplies	\$85.51
<i>WYOMING FIRST AID &amp; - Total For Fleet Maintenance Fund</i>			<i>\$85.51</i>
WYOMING FIRST AID &	Public Transit - Operations	First aid supplies	\$132.12
<i>WYOMING FIRST AID &amp; - Total For Public Transit - Operations</i>			<i>\$132.12</i>
<b>WYOMING FIRST AID &amp; - ALL DEPARTMENTS</b>			<b>\$217.63</b>

## WYOMING OFFICE PRODU

WYOMING OFFICE PRODU	Cemetery	AMERICAN FLAGS FOR THE CEMETERY POLES	\$70.68
<i>WYOMING OFFICE PRODU - Total For Cemetery</i>			<i>\$70.68</i>
<b>WYOMING OFFICE PRODU - ALL DEPARTMENTS</b>			<b>\$70.68</b>

## WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Fire-EMS Administration	Work boot laces	\$5.39
<i>WYOMING WORK WAREHOU - Total For Fire-EMS Administration</i>			<i>\$5.39</i>
<b>WYOMING WORK WAREHOU - ALL DEPARTMENTS</b>			<b>\$5.39</b>

## ZIPS TRUCK EQUIPMENT

ZIPS TRUCK EQUIPMENT	Police Traffic Enforcement	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$2,098.50
<i>ZIPS TRUCK EQUIPMENT - Total For Police Traffic Enforcement</i>			<i>\$2,098.50</i>
<b>ZIPS TRUCK EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$2,098.50</b>

**CITYWIDE BILLS AND CLAIMS TOTAL** \$2,146,103.41

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  
07/05/22

**Additional Accounts Payable**

**06/23/22**

**Prewrits - Mileage & Travel Reimbursements**

Renee Jordan-Smith - Mileage reimbursement	9.36
Kristie Turner - Travel reimbursement	139.50
	<hr/>
	148.86
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<b>Total Additional AP</b>	<b>\$ 148.86</b>

June 15, 2022

MEMO TO J Carter Napier, City Manager *for Jan*  
FROM Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *CLM*  
SUBJECT Establish July 19, 2022 as the Public Hearing Date for a New Restaurant Liquor License No 47 for Pokes Investments, LLC, d/b/a Steamboat Deli & Outlet Located at 251 South Center

Meeting Type & Date  
Regular Council Meeting  
July 5, 2022

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish July 19, 2022 as the Public Hearing date for a new restaurant liquor license No 47 for Pokes Investment, LLC, d/b/a Steamboat Deli & Outlet, located at 251 South Center

Summary  
An application has been received requesting a new restaurant liquor license No 47 for Pokes Investments, LLC, d/b/a Steamboat Deli & Outlet, located at 251 South Center

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

The main requirement now is that meals must be prepared and served for on premises consumption. Previously, the service of "only fry orders" or sandwiches and hamburgers did not qualify an establishment as a restaurant. Pokes Investments, LLC plans to serve sandwiches and salads, beer, wine and digestives. Digestives are after dinner drinks such as brandies and whiskeys. If approved, this license will be active immediately.

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

As required by Municipal Code 05 08 080, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov))

Financial Considerations  
The City of Casper will receive the prorated license fee, totaling \$1167 in revenue.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

June 1, 2022

**MEMO TO:** City Council  
J Carter Napier, City Manager *for Jan*

**FROM:** John Henely, City Attorney *JH*  
Wallace Trembath, III, Deputy City Attorney *WT*

**SUBJECT:** An Ordinance Amending Ordinance No 35-12 an Ordinance Granting a Franchise to WERCS Communications, Inc., D.B.A. Mountain West Telephone, for the Construction and Operation of a Telecommunications Service System.

**Meeting Type & Date**

Regular Council Meeting  
July 5, 2022

**Action type**

Minute action.

**Recommendation**

That City Council, by minute action, establish July 19, 2022, as the Public Hearing and First Reading of An Ordinance Amending Ordinance No 35-12 an Ordinance Granting a Franchise to WERCS Communications, Inc., D.B.A. Mountain West Telephone, for the Construction and Operation of a Telecommunications Service System.

**Summary**

On December 18, 2012, City Council passed, approved, and adopted Ordinance No 35-12, An Ordinance Granting a Franchise to WERCS Communications, Inc., D.B.A. Mountain West Telephone, for the Construction and Operation of a Telecommunications Service System. The term of the Franchise expired on December 18, 2020 The Franchisee and the City have continued to perform their obligations under the Franchise as if the Franchise term is still in effect.

The proposed ordinance, if passed, would.

- 1 Ratify the terms and conditions of Ordinance 35-12, as being in full force and effect from the time of the expiration of the term (December 18, 2020) until the proposed Ordinance is in full force and effect.
2. Extend the term of the Ordinance through April 26, 2037
- 3 Allow the City and Franchisee to renegotiate the franchise fee up to four times during the term of the Agreement.

**Financial Considerations**

The City will continue to receive a 5% franchise fee on the locally generated portion of its revenue, subject to certain limitations. The City has received the following Franchise Fees for FY 2021 and FY2022

FY 2021 \$5,941 83

FY 2022 \$7,406 69

The Franchisee will continue to provide a free wireless hotspot in the downtown area. Connection speeds will be at 5 Mb/s for download and 2 Mb/s for upload. The hotspot will extend westward from Kimball to Walnut, and southward from “C” Street to Collins Drive.

**Oversight/Project Responsibility**

Wallace Trembath, III

**Attachments**

Ordinance

ORDINANCE NO \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO 35-12  
AN ORDINANCE GRANTING A FRANCHISE TO  
WERCS COMMUNICATIONS, INC., D.B.A.  
MOUNTAIN WEST TELEPHONE, FOR THE  
CONSTRUCTION AND OPERATION OF A  
TELECOMMUNICATIONS SERVICE SYSTEM.

WHEREAS, under Wyoming Statute Section 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company; and,

WHEREAS, on December 18, 2012, the governing body of the City of Casper, Wyoming, passed, approved, and adopted Ordinance No 35-12, An Ordinance Granting a Franchise to WERCS Communications, Inc., D.B.A. Mountain West Telephone, for the Construction and Operation of a Telecommunications Service System, and,

WHEREAS, the term of the Franchise expired on December 18, 2020; but the parties have continued to perform their obligations thereunder as if the Ordinance term is still in effect; and,

WHEREAS, the parties desire to ratify the terms and conditions of Ordinance 35-12 as being in full force and effect from the time of the expiration of the term until this Ordinance is in full force and effect; and,

WHEREAS, the City of Casper and WERCS Communications, Inc., D.B.A. Mountain West Technologies Corporation, wish to extend the Franchise term established by Ordinance 35-12, to April 26, 2037

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

**SECTION 1:**

The party identified in Ordinance No 35-12 as “WERCS Communications, Inc., d.b.a. Mountain West Telephone” and “Franchisee” updates its name to Mountain West Technologies Corporation, and its address to 400 West First Street, Casper, Wyoming 82601 (physical) and P O Box 2588 Casper, Wyoming 82602 (mailing).

**SECTION 2:**

SECTION 5 TERM. of Ordinance No 35-12 is amended, and replaced to read as follows

“The right and authority herein granted shall continue for a period through April 26, 2037 ”

**SECTION 3:**

SECTION 7 FRANCHISE FEE AND PERMITTING, subparagraph D., is amended, and replaced to read as follows

“The City reserves the right to renegotiate the franchise fee up to and no more than four (4) times during the term of this Agreement.”

**SECTION 4:**

The terms and conditions of Ordinance 35-12 are ratified as being in full force and effect from the expiration date thereof until this Ordinance is passed on third reading and takes full force and effect.

**SECTION 5:**

The terms and conditions of Ordinance 35-12, except as modified by this Ordinance, are ratified and shall remain in full force and effect.

“The remainder of this page is intentionally left blank.”

PASSED on 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED, APPROVED, AND ADOPTED on third and final reading the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED AS TO FORM.

*Walter Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



ACCEPTANCE OF ORDINANCE NO \_\_\_\_\_  
CASPER, WYOMING

WERCS Communications, Inc., D.B.A. Mountain West Technologies Corporation, "Franchisee", for itself, its successors and assigns, hereby accepts a certain ordinance, as designated Ordinance No \_\_\_, as passed by the governing body of the City of Casper, Wyoming (the "City"), on the \_\_\_ day of \_\_\_\_\_, 2022, and approved by the Mayor of said City on said date (the "Agreement"), and entitled.

ORDINANCE NO \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO 35-12 AN  
ORDINANCE GRANTING A FRANCHISE TO WERCS  
COMMUNICATIONS, INC., D.B.A. MOUNTAIN WEST  
TELEPHONE, FOR THE CONSTRUCTION AND OPERATION  
OF A TELECOMMUNICATIONS SERVICE SYSTEM.

and the right, authority and franchise therein and thereby granted, all in accordance with the terms and provisions of said Agreement.

Throughout the Agreement, the City and Franchisee may be individually referred to as a "party" or collectively referred to as the "parties"

IN WITNESS WHEREOF, the Franchisee has caused these presents to be duly subscribed in its corporate name by its Vice President and attested by its secretary thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 2022.

Attest:

Mountain West Technologies Incorporated  
BY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Kyle Ridgeway  
Vice President of Operations

The undersigned hereby certifies that she is the clerk of the City of Casper, and that the within and foregoing is a true and correct copy of the Acceptance of Ordinance No \_\_\_\_\_ of said City, the original of which Acceptance was filed by Mountain West Technologies Incorporated, in the Clerk's Office on the \_\_\_ day of \_\_\_\_\_, 2022.

(Seal)

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CERTIFICATE

STATE OF WYOMING    )  
                                      ) SS  
COUNTY OF NATRONA )

I, Fleur Tremel, Clerk of the City of Casper, Wyoming, do hereby certify that the foregoing Ordinance No 35-12 was introduced, read in full and passed at three regular meetings of the City Council of the City of Casper, Wyoming, held on.

The \_\_\_\_\_ day of \_\_\_\_\_, 2022.

The \_\_\_\_\_ day of \_\_\_\_\_, 2022.

The \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further certify that after Ordinance No \_\_\_\_ was passed and adopted by the City Council, it was presented to Ray Pacheco, Mayor, of said City, and was immediately signed by him as Mayor and attested by the undersigned as City Clerk under the seal of said City, and was thereafter published in full in the Casper Star Tribune, a newspaper of general circulation within the City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I further Certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, I did cause to be saved and placed in the official records of the City of Caper, Wyoming, said Ordinance No \_\_\_\_\_ signed by Ray Pacheco, Mayor, and attested by the undersigned as Clerk under the seal of the City

I further certify that the Transcripts of Proceedings are a true, full, and correct copy of the proceedings of the City Council of said City, insofar as said minutes related to the introduction and final adoption of Ordinance No \_\_\_\_\_, a copy of which is set forth in full in the minutes of the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREFORE, I have hereunto set my had and affixed the seal of said City this \_\_\_\_\_, day of \_\_\_\_\_, 2022.

(Seal)

\_\_\_\_\_  
Fleur Tremel  
City Clerk

June 22, 2022

MEMO TO J Carter Napier, City Manager *77 for JCN*

FROM. Liz Becher, Community Development Director *LB*

SUBJECT Establish Public Hearing for an Ordinance Correcting a Scrivener's Error in the Legal Description of Trails West Estates No 6 Subdivision

Meeting Type & Date:

Regular Council Meeting, July 5, 2022

Action Type.

Minute action, establishing date of public hearing

Recommendation.

That Council, by minute action, establish July 19, 2022 as the date of public hearing for consideration of an Ordinance correcting a scrivener's error in the legal description of Trails West Estates No 6 Subdivision.

Summary:

There is a scrivener's error in the legal description for Trails West Estates No 6 on Ordinance 29-21 and in the associated Subdivision agreement. The original legal description mistakenly read **Lots 2-18**, Block 21 and was changed sometime during the review/approval process without knowledge of staff. The correct description should read **Lots 2-36**, Block 21 As Ordinance 29-21 has already been adopted the scrivener's error must also be adopted as an ordinance.

Financial Considerations.

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments.

Ordinance 29-21



6/3/2022 10:51:27 AM

NATRONA COUNTY CLERK

Pages: 2

Tracy Good  
Recorded SA  
Fee \$15.00  
CITY OF CASPER

**1125169**

ORDINANCE NO 29-21

AN ORDINANCE APPROVING THE TRAILS WEST ESTATES  
NO 6 SUBDIVISION AGREEMENT, AND THE FINAL PLAT  
OF TRAILS WEST ESTATES NO 6

WHEREAS, an application has been made for final plat approval of Trails West Estates No. 6 Addition (the "plat"); and,

WHEREAS, the plat consists of a vacation and replat of Lots 2-18, Block 21; Lots 2-8, Block 23; Trails West Estates; and Lot 8, Block 4; and Lot 9, Block 5, Prairie Park Estates; 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 vacate and replat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat and subdivision agreement 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 Trails West Estates No 6 Addition Subdivision Agreement.

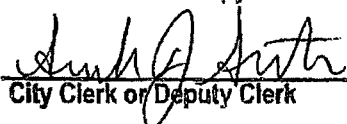
SECTION 2.

That the vacation and replat creating the Trails West Estates No. 6 Addition is hereby approved under terms and conditions of the Trails West Estates No. 6 Subdivision Agreement.

**COPY**



I hereby certify that this document is a true and correct copy of the original.

  
City Clerk or Deputy Clerk

SECTION 3.

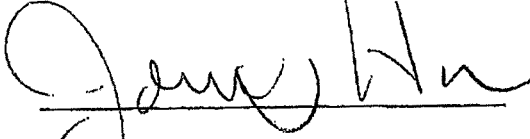
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law


PASSED on 1st reading the 21<sup>st</sup> day of September, 2022. (Steven K. Freel, Mayor)

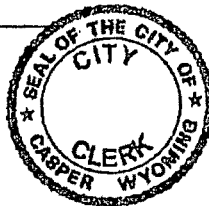
PASSED on 2nd reading the 5<sup>th</sup> day of October, 2022. (Steven K. Freel, Mayor)

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 3<sup>rd</sup> day of May, 2022 (Ray Pacheco, Mayor)


APPROVED AS TO FORM:

  
ATTEST

  
Fleur Tremel  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

  
Ray Pacheco  
Mayor

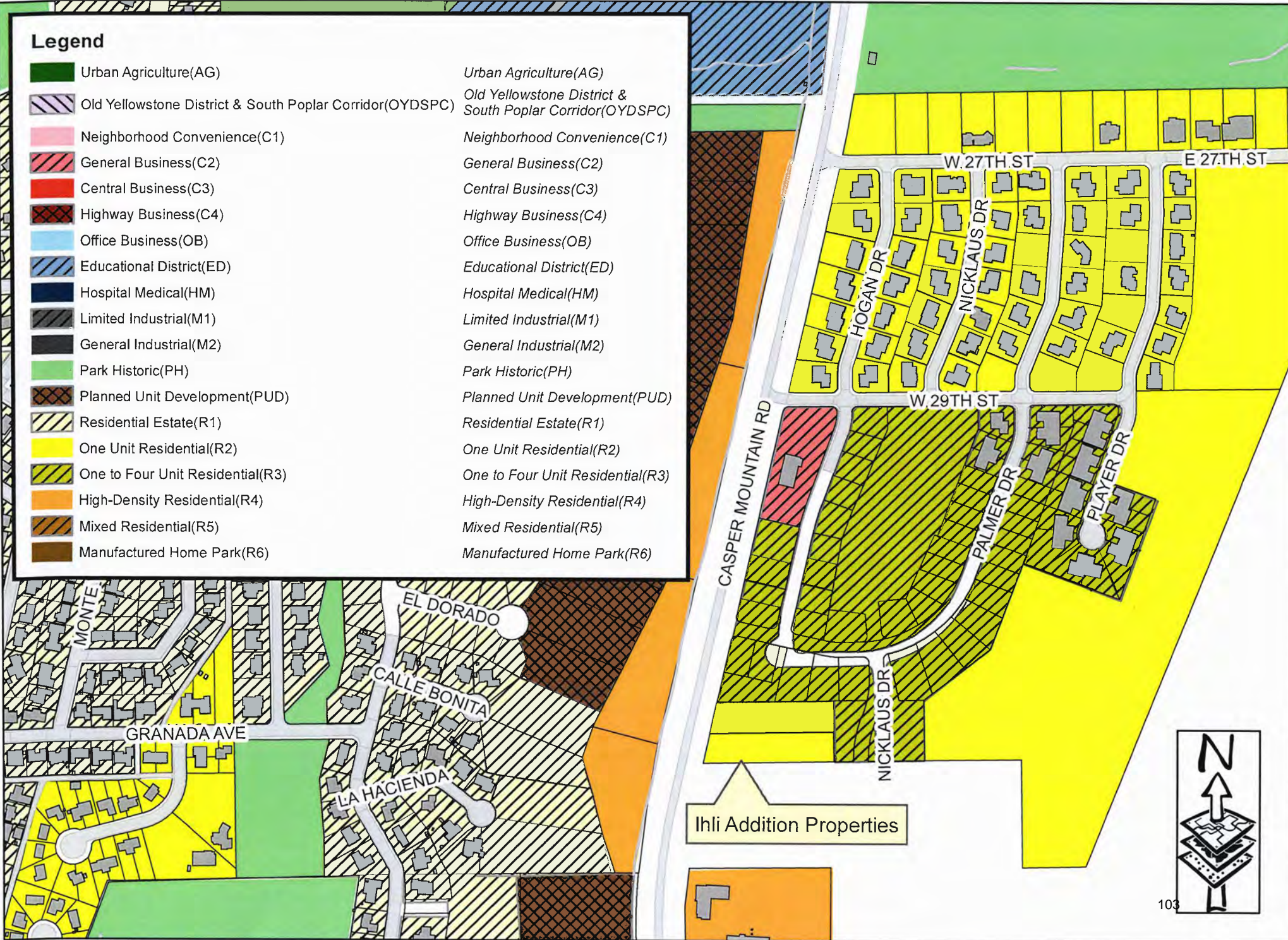


# Proposed Eagle Valley No. 2 Subdivision

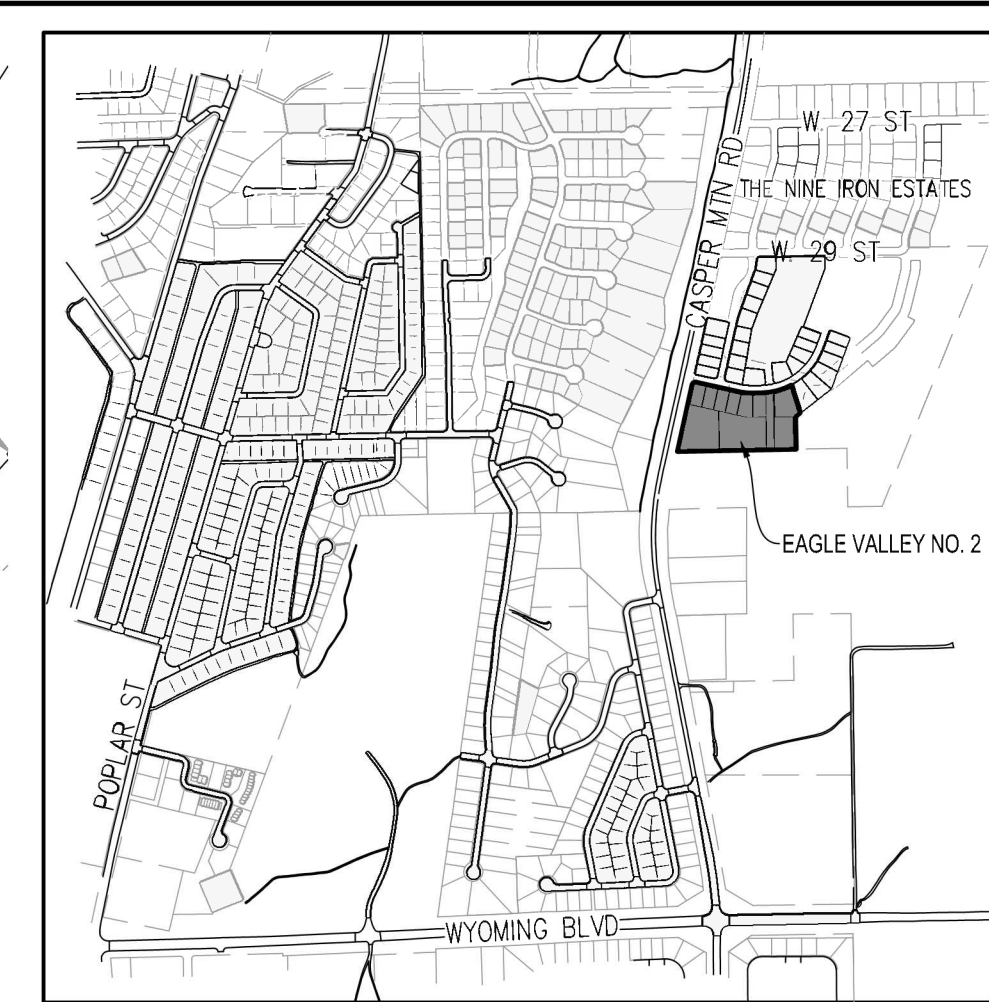
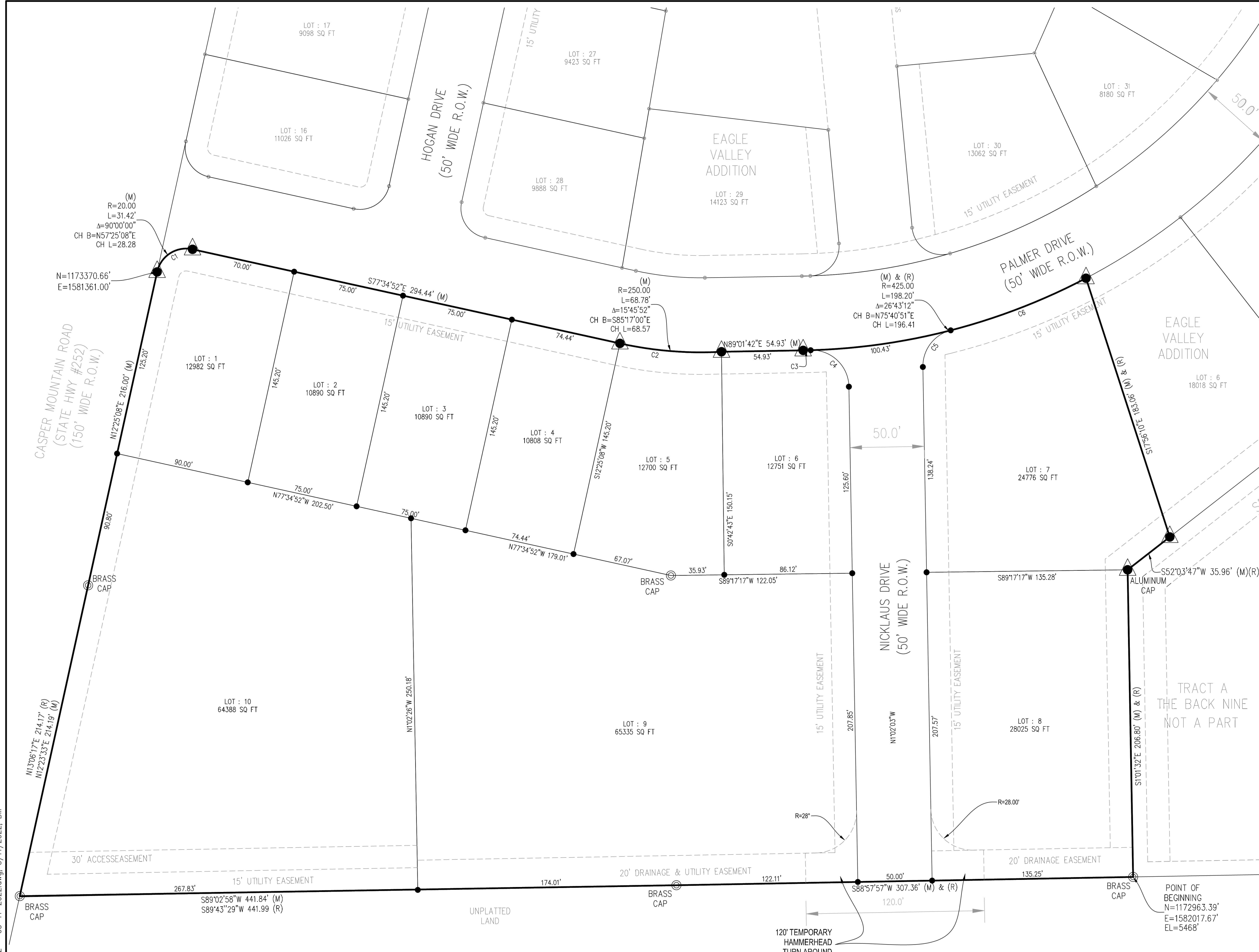




# Proposed Eagle Valley No. 2 Subdivision







VICINITY MAP  
NO SCALE

LEGEND

- SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED

CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, BENJAMIN HANSULD AND MICHAL HANSULD, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOTS 7 - 15, EAGLE VALLEY ADDITION AND LOTS 1 & 2, IHLI ADDITION, BOTH BEING AN ADDITION TO THE CITY OF CASPER, WYOMING, SITUATE WITHIN THE SE1/4 OF SECTION 21, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF EAGLE VALLEY ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING:

THENCE S88°57'57"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 307.36 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE S89°02'58"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 441.84 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF CASPER MOUNTAIN ROAD, ALSO BEING THE SOUTHWEST CORNER OF THE IHLI ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N12°23'33"E, ALONG THE WEST LINE OF THE PARCEL AND THE IHLI ADDITION AND THE EAST LINE OF CASPER MOUNTAIN ROAD, A DISTANCE OF 214.19 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N12°25'08"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF CASPER MOUNTAIN ROAD, A DISTANCE OF 216.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, WITH A CHORD BEARING OF N57°25'08"E, A DISTANCE OF 28.28 FEET TO THE END OF CURVE, LOCATED ON THE SOUTH LINE OF PALMER DRIVE, MONUMENTED BY A BRASS CAP;

THENCE S77°34'52"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE, A DISTANCE OF 294.44 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 15°45'52", A DISTANCE OF 68.78 FEET, WITH A CHORD BEARING OF S85°17'00"E, A DISTANCE OF 68.57 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N89°01'42"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE, A DISTANCE OF 54.93 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, THROUGH A CENTRAL ANGLE OF 26°43'12", A DISTANCE OF 198.20 FEET, WITH A CHORD BEARING OF N75°40'51"E, A DISTANCE OF 196.41 FEET TO THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHWEST CORNER OF LOT 6, EAGLE VALLEY ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S17°56'10"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SAID LOT 6, A DISTANCE OF 183.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP;

THENCE S52°03'47"W, ALONG THE SOUTHERLY LINE OF THE PARCEL, A DISTANCE OF 35.96 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE S01°01'32"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 206.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6.24 ACRES, MORE OR LESS AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "EAGLE VALLEY ADDITION NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE 20' WIDE DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE PUBLIC FOR DRAINAGE PURPOSES. NICKLAUS DRIVE, AS SHOWN HEREON IS HEREBY DEDICATED TO THE USE OF THE PUBLIC, ALL OTHER ROADS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE PUBLIC.

BENJAMIN & MICHAL HANSULD  
128 EAST 27th STREET  
CASPER, WYOMING 82601

BENJAMIN HANSULD - OWNER

MICHAL HANSULD - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BENJAMIN AND MICHAL HANSULD, HUSBAND AND WIFE AND OWNERS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.

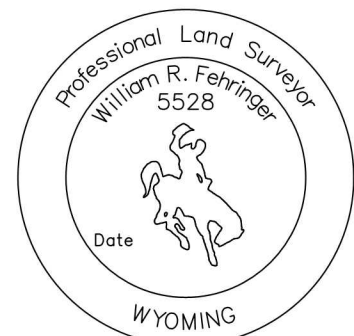
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MARCH, 2022 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

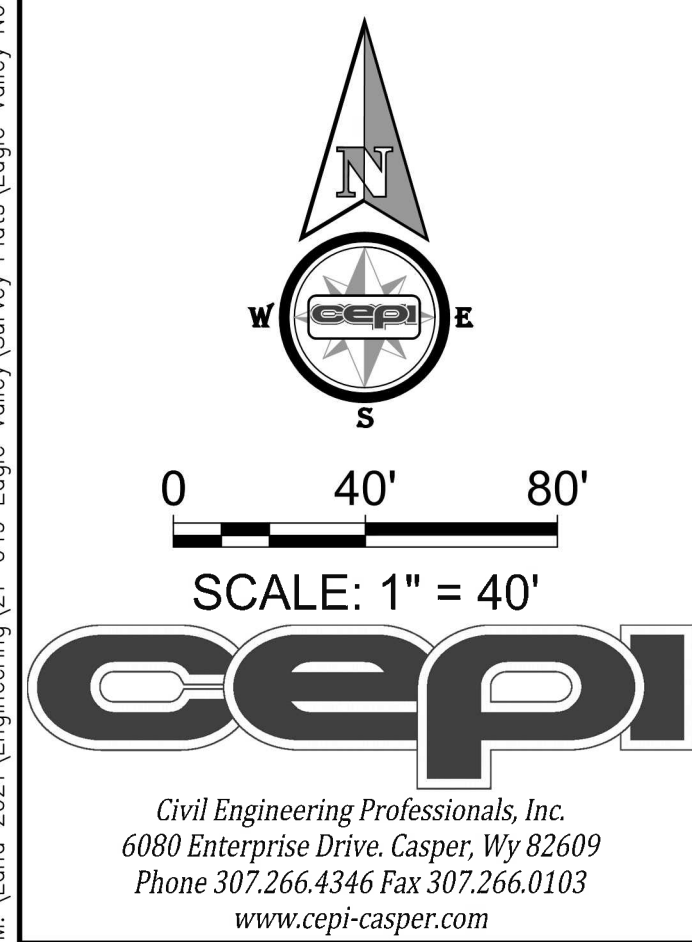
\_\_\_\_\_  
CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
CITY SURVEYOR

NOTES

- ERROR OF CLOSURE EXCEEDS 1:250,000.
- BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'59.31", AND THE COMBINED FACTOR IS 0.99975929.
- ALL DISTANCES ARE GRID.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.



A VACATION AND REPLAT OF  
LOTS 7 - 15 AND NICKLAUS DRIVE  
EAGLE VALLEY ADDITION  
AND LOTS 1 & 2 IHLI ADDITION  
TO THE CITY OF CASPER, WYOMING

AS

EAGLE VALLEY ADDITION NO.2

AN ADDITION TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE SE1/4 OF  
SECTION 21, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
APRIL, 2022



## ORDINANCE NO 10-22

### AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE EAGLE VALLEY ADDITION NO 2

WHEREAS application has been made to vacate and replat Lots 7-15 and Nicklaus Drive in the Eagle Valley Addition, and Lots 1 & 2 in the Ihli Addition, to create the Eagle Valley Addition No 2, located south of Palmer Drive and east of Casper Mountain Road, and,

WHEREAS application has been made to rezone proposed Lots 9-10 of the Eagle Valley Addition No 2 from R-2 (One Unit Residential) to C-2 (General Business); and,

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

WHEREAS, this vacation, platting and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on May 19, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat and zone change requests, and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

#### SECTION 1.

The vacation and replat creating the Eagle Valley Addition No 2 is hereby approved.

#### SECTION 2.

The Eagle Valley Addition No 2 Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

#### SECTION 3.

The zoning of Lots 9-10, Eagle Valley Addition No 2 shall be C-2 (General Business).

SECTION 4.

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

PASSED on 1st reading the 21<sup>st</sup> day of June, 2022.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 1, 2022

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

**FROM:** John Henley, City Attorney *JH*  
Heather Bender, Paralegal *HMB*

**SUBJECT:** An Ordinance Amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code.

**Meeting Type & Date**

Regular Council Meeting  
July 5, 2022

**Action type**

Ordinance - Third Reading

**Recommendation**

Discuss the ordinance on third reading.

**Summary**

On **May 18, 2021**, the governing body passed, adopted and approved Ordinance No. 11-21 An Ordinance Amending Various Sections of Chapter 10.36 – Parking, of the Casper Municipal Code, and Resolution 21-56 – A Resolution Adopting the City of Casper Parking Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking. The general collection of the City's parking prohibitions, limitations, regulations, and exceptions are contained in the City of Casper's Parking Manual (adopted by Resolution 21-56).

The Ordinance, Resolution and Parking Manual adopted in May of 2021, established a program to allow parkway parking, limited to the area of 12<sup>th</sup> Street and 13<sup>th</sup> Street between CY Avenue and McKinley Street, subject to a permit approved by City Staff.

In spring of 2022, the Council discussed the topic of parkway parking and on **June 7, 2022**, Council conducted the Public Hearing and first reading of An Ordinance Amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code. Citizens appeared at the June 7, 2022, Council Meeting to discuss the proposed ordinance and corresponding fees which are set by resolution.

On **June 14, 2022**, Council discussed the Resolution and Parking Manual, particularly concerning parkway parking and permit fees. Council gave direction to reduce the annual fee to \$25.00, and remove the application fee. Additionally, Council gave direction to staff to provide

recommendations concerning hard surface requirements, though the fees are formally set by resolution. A resolution setting fees and fines is on Council's agenda for the July 5, 2022, Council Meeting.

On *June 21, 2022*, Council passed an amendment to the Ordinance to prohibit parkway parking on larger streets where at least two twelve feet travel lanes and two eight feet parking lanes can be maintained; the amendment is shown in redlines in section 10.36.020 A. 3. of the Ordinance.

In the event the Ordinance passes on third reading, an additional ordinance will be forthcoming to modify Section 17.12.070 Off Street Parking and 17.105.010 Parking Storage and Use of Parkway, to make the Casper Municipal Code consistent throughout.

**Financial Considerations**

Anticipated minimal reduction in parkway permit fees.  
Increase in staff time.

**Oversight/Project Responsibility**

Casper Police Department  
Public Services Department  
City Attorney's Office  
City Clerk's Office

**Attachments**

Proposed Ordinance

ORDINANCE NO. 9-22

AN ORDINANCE AMENDING SECTIONS  
10.36.010 AND 10.36.020 OF CHAPTER 10.36  
PARKING, OF THE CASPER MUNICIPAL  
CODE.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statutes Sections 15-1-103 (a) (xli) and 15-1-103(a)(v), to adopt ordinances and resolutions necessary to protect the health, safety, and welfare of its citizenry; and,

WHEREAS, the governing body of the City of Caper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

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

WHEREAS, the governing body of the City of Casper desires to update and amend the Casper Municipal Code Chapter 10.36 Parking and the Parking Manual referenced therein concerning parking on the parkways.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections 10.36.010, 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code, are amended and shall be codified as follows:

**10.36.010 - Delegation of Authority.**

The city manager, by and through his or her designee, is hereby authorized to, in accordance with appropriate state and federal statutes, rules and regulations, designate and post prohibitions, limitations, regulations and exceptions thereto, regarding parking motor vehicles within the city limits of Casper. The general collection of the City's parking options, prohibitions, limitations, fees, fines and regulations and exceptions thereto are contained in the City of Casper's Parking Manual ~~which was adopted by Resolution No. 21-56 and [new resolution no]; the City of Casper Parking Manual, by Resolution No. 21-56, was reviewed, discussed and passed on the same date as the third reading of this Ordinance;~~ it shall be known as the City of Casper Parking Manual and may be amended by resolution of the City of Casper's Governing Body.

**10.36.020 - General prohibitions.**

- A. In addition to any specific regulations adopted pursuant to the above-granted delegation of authority, and the provisions of the Casper City Code, it shall be unlawful to park a motor vehicle or RV within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;
3. In a parkway, ~~without a properly displayed permit/decal; adjacent to a street, where at least two (2) twelve (12) feet travel lanes and two (2) eight (8) feet parking lanes can be maintained. parking on the parkway is~~ Parkway parking where permitted, is subject to the rules and regulations of the ~~current~~ City of Casper Parking Manual as updated, and to the requirement of a properly displayed permit; ~~parkway parking, as provided in the Manual, may be permitted on 12<sup>th</sup> Street and 13<sup>th</sup> Street, between CY Avenue and McKinley Street.~~
4. In front of a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the public services director;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (double parked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curbline, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;

20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
  21. Upon any private property, without permission of the owner of said private property;
  22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;
  23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
  24. In a marked bus stop;
  25. In a publicly owned parking lot in violation of posted limits, restrictions or permit requirements; and
  26. Any RV that may be parked on a public street must be parked in front of the owner's or renter's lot or property, parking on a public street in any other location is prohibited.
- B. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments. No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U.S. Department of Transportation regulations. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
- C. No person shall park any recreational vehicle, as defined in this chapter, on any street within the city for a period in excess of five days in any thirty-day period, unless the individual has complied with provisions outlined in the current City of Casper Parking Manual.
- D. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the snow emergency regulations contained within the current City of Casper Parking Manual.,
- E. It shall be unlawful for any person to own, store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city, without first having registered the vehicle, obtained a license therefor and affixed thereto such license plates as are required, in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
- F. At any corner formed by the intersecting streets, it shall be unlawful to park any RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

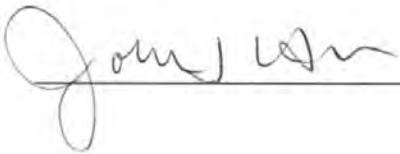
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 7<sup>th</sup> day of June 2022

PASSED on 2nd reading the 21<sup>st</sup> day of June 2022

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



June 13, 2022

MEMO TO J Carter Napier City Manager *for JCN*

FROM. Andrew B Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., City Engineer

SUBJECT Authorizing acceptance of a Bill of Sale between the Rotary Club of Casper and the City of Casper for Bouldering Park located at Crossroads Park, Project No 20-033

**Meeting Type & Date:**

Regular Council Meeting

July 5, 2022

**Action Type**

Resolution

**Recommendation:**

That Council, by resolution, authorize a Bill of Sale between the Rotary Club of Casper, Inc. and the City of Casper for Bouldering Park located at Crossroads Park, Project No 20-033

**Summary:**

The Rotary Club of Casper (Rotary) has completed construction of the Bouldering Park (Park) located at Crossroads Park. The Park was built and donated by Rotary and completed in May 2022. It includes climbing boulders with handholds, resilient rubber mulch with concrete containment strip, and area lighting. Rotary will be responsible for replacing the handholds for the park and for arranging routes to be changed by USA Climbing certified routesetters. The City will be responsible for everyday park maintenance such as litter control, mowing, and graffiti removal as well as regular safety inspections. The area will be added to the regular playground inspection schedule. The Park has also been approved by the Wyoming Association of Risk Management (WARM), the City's insurance provider

As part of the Donation Agreement requirements, a Bill of Sale must be approved and executed for the transfer of ownership from Rotary to the City

**Financial Considerations:**

None.

**Oversight/Project Responsibility:**

Alex Sveda, P.E., City Engineer

Memo – Bill of Sale

Donation Agreement

Bouldering Park at Crossroads Park

Project No 20-033

**Attachments:**

Resolution

Bill of Sale

Memo – Bill of Sale  
Donation Agreement  
Bouldering Park at Crossroads Park  
Project No 20-033

## Bill of Sale

This Bill of Sale is entered into on \_\_\_\_\_, \_\_\_\_, 2022, by and between the Rotary Club of Casper, a Wyoming nonprofit corporation ("**Rotary**") whose mailing address is P O Box 703, Casper, Wyoming 82602, in favor of the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("**City**") This Bill of Sale is made pursuant to the Bouldering Area Donation Agreement (the "**Agreement**") dated \_\_\_\_\_, \_\_\_\_, 2022 by and between Rotary and City, to transfer the Goods, as fully defined herein.

1        Conveyance. For good and valuable consideration, the receipt and adequacy of which Rotary and the City hereby acknowledge, Rotary hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to City, all of its right, title, and interest in and to the goods described in Article 3 of the Bouldering Area Donation Agreement dated June 15, 2021, which is incorporated by this reference into this Bill of Sale ("**Goods**")

2        Representations and Warranties. Rotary represents and warrants that (1) Rotary is conveying good and valid title to all Goods, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind, and (2) Rotary has the right to sell the Goods to City and shall warrant and defend the right against the lawful claims and demands of all persons.

3        Further Assurances. Rotary, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on City's written request, Rotary will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by City in order to assign, transfer, set over, convey, assure, and confirm unto and vest in City and its successors and assigns title to the assets sold, conveyed, and transferred by this Bill of Sale

4        Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming

5        Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Rotary's representations, warranties, covenants, and agreements relating to the Goods, as if each term was fully set forth herein.

IN WITNESS WHEREOF, Rotary and City have each duly executed and delivered this Bill of Sale as of the date first written above.

APPROVED AS TO FORM

Walter Tremel II

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

ROTARY  
The Rotary Club of Casper

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title. \_\_\_\_\_

\_\_\_\_\_  
Michael Howe  
President/Director

## **BOULDERING AREA DONATION AGREEMENT**

THIS Bouldering Area Donation Agreement (“**Agreement**”) is entered into as of this 15<sup>th</sup> day of June, 2021, by and between the City of Casper (“**City**”), a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and The Rotary Club of Casper (“**Rotary**”), a Wyoming nonprofit corporation P O Box 496, Casper, Wyoming 82602. Individually an entity may be referred to as a “**Party**” or collectively, the City and Rotary may be referred to as the “**Parties**.”

### **RECITALS**

A. The City is the owner or real property generally described as Crossroads Park located at 1101 North Poplar Street and shall receive and become the owner of any improvements made therein by Rotary

B Rotary desires to construct and donate a bouldering area at Crossroads Park, including the climbing structures, foundations, safety fall zones, retaining structures and other appurtenances, and to provide necessary equipment for proper use of the facility, including detachable holds and grips (together referred to herein as the “**bouldering area**”).

C Rotary shall ensure that the installation of the bouldering area meets or exceeds all American Society for Testing and Materials (ASTM) standards for playground safety and functionality; is installed in accordance with manufacturers written recommendations, and meets all the requirements of the Casper Municipal Code.

D The City agrees to accept the donation subject to the terms and conditions of this Agreement.

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

- 1 **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Agreement
2. **Purpose.** The purpose of this Agreement is to establish installation requirements and maintenance responsibilities for a donated bouldering area located at Crossroads Park.
- 3 **Installation.**
  - a. Rotary shall construct the bouldering area in accordance with the documents listed below

- i. Casper Rotary Club Crossroads Adventure Park plans, all dated 2/15/21, attached hereto as “Exhibit A.” Exhibit A consists of **drawings sheets** as follows.
  - 1 0 0 (Cover),
  - 2 1 01 (Site Index);
  - 3 1 02 Boulder Park Concept),
  - 4 5 01 (Sign Elevations),
  - 5 7 01 (Typical Section at Boulder);
  - 6 E1 (Electrical Plan), and,
  - 7 7.30 (Flood Light Mounting Section), revision 1
- ii. Eldorado Climbing’s *GS3 Boulder* drawings, **drawing sheet sheets**, attached hereto as “Exhibit B 1” as follows.
  - 1 An unnumbered *GS3 Boulder* cover page with a legend, dated 7-17-2019;
  2. B0 1 (Boulder Typical, foundations), dated 07-17-2019, revision 5,
  - 3 B0.2 (Boulder Typical, frame connections), dated 07-17-2019, revision 5,
  - 4 SR0 1 (Climbing wall assembly diagram), revision 5, undated,
  - 5 SR0.2 (Shotrock Typical), dated 07-17-2019, revision 5,
  - 6 SR0.3 (Shotrock Typical), dated 07-17-2019, revision 5,
  - 7 SR0 4 (Shotrock Typical), dated 07-17-2019, revision 5,
  - 8 SR0 6 (Install Drawings), dated 02-28-2020, revision 5,
  - 9 1 0 (Install Drawings), dated 07-17-2019, revision 5, and,
  - 10 2.0 (Install Drawings), dated 7-17-2019, revision 5
- iii. Eldorado Climbing’s *GM3 - Granite Medium 3* drawings, **drawing sheets**, attached hereto as “Exhibit B 2” as follows.
  - 1 An unnumbered *GM3 Boulder* cover page with a legend, dated 5-18-2020;
  2. B0 1 (Boulder Typical, foundations), dated 05-18-2020, revision 5,
  - 3 B0.2 (Boulder Typical, frame connections), dated 05-18-2020, revision 5,
  - 4 SR0 1 (Climbing wall assembly diagram), revision 5, dated 5-18-2020,
  - 5 SR0.2 (Shotrock Typical), dated 05-18-2020, revision 5,
  - 6 SR0.3 (Shotrock Typical), dated 05-18-2020, revision 5,
  - 7 SR0 4 (Shotrock Typical), dated 05-18-2020, revision 5,
  8. SR0 6 (Install Drawings), dated 05-18-2020, revision 5,

- 9 1 0 (Install Drawings), dated 05-18-2020, revision 3,
- 10 2.0 (Install Drawings), dated 05-18-2020, revision 3,
- 11 2.1 (Install Drawings), dated 06-17-2020, revision 3, and,
- 12. 3 0 (Install Drawings), dated 05-18-2020, revision 3

iv Eldorado Climbing Wall's *XL Boulder Height Reduced. 10'6" Max* drawings, **drawing sheets**, attached hereto as "Exhibit B 3" as follows.

- 1 An unnumbered cover page with a legend, dated 3/3/2020;
- 2. SR0.2 (Shotrock Typicals), dated 8.3.2020, revision 5,
- 3 SR0.3 (Shotrock Typicals), dated 8.3.2020, revision 5,
- 4 SR0 4 (Shotrock Typicals), dated 8.3.2020, revision 5,
- 5 SR0 6 (Shotrock Typicals), dated 8.3.2020, revision 5,
- 6 1 0 (Install Drawings), dated 8.3.2020, revision 5,
- 7 2.0 (Install Drawings), dated 8.3.2020, revision 5,
- 8 3 0 (Install Drawings), dated 8.3.2020, revision 5, and,
- 9 4 0 (Install Drawings), dated 8.3.2020, revision 5

b Engineered wood fiber for the project shall conform to the *Installation Instructions for Saratoga Forest Management's Engineered Wood Fiber* submittal provided by Rotary, attached hereto as "Exhibit C, 2 pages."


c. Lighting fixtures for the project shall conform to the *e-conolight, E-FFB Series* submittal provided by Rotary, "Exhibit D," 5 pages.

d. Prior to the opening of the bouldering area, Rotary will install a safety sign at the main entrance to the bouldering area. The sign shall be constructed of 080 aluminum with printed vinyl with UV Laminate applied, and will be a minimum of thirty-six (36) inches by forty-eight (48) inches in size. The safety sign shall include the following:

- i. Climbers under 13 should be supervised by an adult at all times;
- ii. Bouldering area is not recommended for children under the age of 5,
- iii. Bouldering Park is not intended for use at night;
- iv Use at your own risk;
- v Jumping from the boulders is prohibited,

- vi. Climbers on boulders have right of way; please do not climb over or under another climber;
- vii. Bouldering has inherent risks, by climbing on the boulders each user assumes these risks;
- viii. Do not climb on the Boulders while under the influence of alcohol and/or drugs,
- ix. These boulders are not intended for roped climbing. The use of ropes is prohibited on the boulders; and,
- x. This Bouldering Park is intended for use by climbers of all abilities and skill level. Please be respectful of fellow climbers.

4 Severance and Donation Agreement.

- a. Upon construction of the bouldering area and acceptance of it by the City, all of Rotary's right, title, and interest in and to it shall transfer to the City as its sole and separate property under the terms and conditions of this Agreement.
-  b. To effectuate the transfer described above, Rotary shall execute a Bill of Sale in a form acceptable to the City and materially similar to the Bill of Sale attached hereto as Exhibit E.
- c. The Parties agree and stipulate that the bouldering area is not, and shall not be considered a fixture on or to the real property in Crossroads Park. The ownership of the bouldering area is the sole and separate personal property of the City ✓

5 Maintenance. Rotary will maintain, replace, and position hand holds.

- a. Rotary will secure a contractor or volunteer with a minimum of a Level 1 USA Climbing Routesetter Certification to create routes, move routes, and inspect the handholds. Handholds will be inspected each time a route is changed, but no less than four (4) times per year. A copy of each inspection will be given to the City of Casper parks division within ten (10) days of inspection.
- b. The City will inspect the bouldering area at a minimum of one (1) time per month for loose handholds. Loose handholds will be tightened by the City



- c. The City, at its sole discretion, may remove handholds it deems unsafe due to damage or wear
- d. Rotary will supply the City with a stock of handholds for replacement so that the City has a minimum of one (1) handhold per handhold type in inventory to utilize as a replacement. The City will replace damaged handholds in the original route set by the Level 1 USA Climbing Certified Routesetter
- e. The City will notify Rotary when a handhold is no longer in inventory. Rotary will have ten (10) business days to supply the City with needed inventory
- f. The City, at its sole discretion, may close a climbing feature it deems unsafe. The City will contact Rotary within twenty-four (24) hours of closure. Once Rotary remedies the deficiency, the City will conduct an inspection prior to reopening the feature.
- g. The City is under no obligation to repair or replace any bouldering area feature. The City retains the right to remove bouldering area features due to disrepair

## 6 Utilities.

- a. Rotary will provide the electrical service through the City's existing electrical system as further described in the Exhibit A.
- b. The City will pay the electrical utility bills for the bouldering area.

## 7 Recognition Sign. Rotary may place a donor recognition sign provided that the sign is subordinate to, and in keeping with, the character of the Crossroads Park facility

- a. Signage design shall be pre-approved by the Parks and Recreation Director prior to ordering and must be in accordance with City Resolution 19-195, Provisions and Procedures for Accepting Donations, Memorials, and Sponsorship Contributions. The Parks and Recreation Director may reject any design that does not meet City donation standards.

The donor recognition sign shall be a plaque constructed of bronze and be no larger than 30" x 30". The plaque shall be mounted on a 4" diameter 6' in length metal post that is set in concrete with 2' of the post below ground.

- b. Signage will be purchased and maintained by Rotary. Rotary will be responsible for repair or replacement of the sign due to vandalism or other damage. The City is under no obligation to repair or replace recognition signage.

- c. The City may temporarily remove signage it deems unsightly or unsafe due to damage. Rotary may reinstall a repaired sign or replace it with a new sign of the same approved design.
- d. In recognition of their substantial donation to the City, Rotary may place their logo on the sign.
- e. Signage may not utilize any other donor corporate logos or slogans than Rotary's. Corporate names may be used.

8. Agreement Term.

- a. The term of the "Installation" portion of this Agreement shall commence on the date written above, and shall remain in full force and effect until the installation work is accepted and approved by the City Engineer, and Rotary provides the City with a donation letter assigning ownership of the bouldering area to the City
- b. The term of the "Maintenance" and "Recognition Signage" portions of this Agreement shall commence on the date written above, and shall remain in full force and effect until this Agreement terminated by either Party

9. Agreement Termination. After construction and acceptance of the bouldering area, either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party of its intent to terminate this Agreement. However, in the event of termination, Rotary's Maintenance responsibilities under Section 5 of this Agreement will continue for ten (10) years from the date of termination.

10. Insurance and Indemnification.

The insurance policies are to contain, or be endorsed to contain, the following provisions

A. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Rotary 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 Rotary's insurance (at least as broad as ISO Form CG 20 10 11 85

or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

**B. *Primary Coverage***

For any claims related to this Agreement, the Rotary'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 Rotary as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

**C. *Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

**D. *Waiver of Subrogation***

Rotary hereby grants to City a waiver of any right to subrogation which any insurer of said Rotary may acquire against the City by virtue of the payment of any loss under such insurance. Rotary agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**E. *Deductibles and Self-Insured Retentions***

Rotary 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 Rotary to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2. Rotary 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 Rotary is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Rotary shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term.

of this Agreement and any subsequent time period required for claims made policies.

F *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.VII, unless otherwise agreed to in writing by the City

G *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis.

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the Bouldering Area*. However, Rotary's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Rotary must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of Bouldering Area and at all times thereafter until the applicable statute of limitations runs.

H. *Verification of Coverage*

Rotary 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 Rotary's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11 Miscellaneous Provisions.

- a. Governmental Claims. The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-1010 et seq., and the City specifically reserved the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

b Third Party-Beneficiary

- i. Except for as described in section b ii. below, the Parties to this Agreement do not intend to create, except as provided above in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. Except as provided above, the rights, duties, and obligations contained in this Agreement shall operate only between the signatories to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The signatories to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- ii. Notwithstanding Section b i. above, the City shall be deemed a third party beneficiary of the material and construction contracts of the bouldering area, including the warranties thereof.

- c. Incorporation of Exhibits. All exhibits referenced herein are hereby made a part of this Agreement.
- d. Authority Each individual executing this Agreement, for and on behalf of the Parties, hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby
- e. Complete Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto
- f. Merger The Parties specifically agree that all prior agreements between them, oral or written, regarding the bouldering area are hereby contained, set forth and merged in this Agreement.
- g. Binding. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.
- h. Notices. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address

as stated below, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

Rotary        The Rotary Club of Casper  
                 Attn. President or Director  
                 P O Box 496  
                 Casper, WY 82602

City            City of Casper  
                 Attn. City Manager  
                 200 N David  
                 Casper, WY 82601

With a copy to the City Attorney at the same address.

- i. Recoding. The Parties agree that this Agreement shall be recorded in the real estate records of Natrona County, Wyoming at the sole cost of the City
- j. Bill of Sale. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.
- k. Survival. The provisions of Section 10 (Insurance and Indemnification) of this Agreement and remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof for a period of three (3) years beyond the termination or expiration hereof unless otherwise stated in the Agreement. In addition, all other provisions that logically ought to survive termination of this Agreement shall survive.
- l. Electronic Signatures.

The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their

electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

**[The signature pages for each Party follow.]**

**APPROVED AS TO FORM**  
(Attorney for the City)



**Rotary Signature Page**

**APPROVED AS TO FORM**  
(Attorney for Rotary)

NA

**WITNESS**

[Signature]

**ROTARY CLUB OF CASPER,**

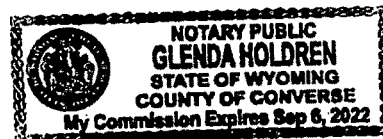
Lisa B. Scroggins  
Lisa Scroggins  
President/Director

**STATE OF WYOMING )**  
**) ss.**  
**COUNTY OF NATRONA )**

This instrument was acknowledged before me this 4<sup>th</sup> day of June, 2021, by  
Lisa Scroggins as the President/Director of the Rotary Club of Casper, a Wyoming nonprofit  
corporation.

Glenda Holdren  
Notary Public

My Commission Expires. Sept. 6, 2022



RESOLUTION NO 22-116

A RESOLUTION AUTHORIZING A BILL OF SALE FOR THE DONATION AGREEMENT BETWEEN THE ROTARY CLUB OF CASPER, INC AND THE CITY OF CASPER FOR THE BOULDERING PARK LOCATED AT CROSSROADS PARK, PROJECT NO 20-033

WHEREAS, the City of Casper desires to obtain ownership of the Boulderling Park located at Crossroads Park, and,

WHEREAS, the Rotary Club of Casper has donated the Boulderling Park to the City of Casper and desires to transfer ownership of the park through a Bill of Sale.

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 Bill of Sale from the Rotary Club of Casper

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 17, 2022

MEMO TO J Carter Napier, City Manager *?? for SC*

FROM. Andrew Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., Associate Engineer

SUBJECT Accepting a Water Line Easement from the Church of Jesus Christ of Latter-Day Saints as part of the Casper, Wyoming Temple Construction at 2905 Independence Court.

Meeting Type & Date.

Regular Council Meeting  
July 5, 2022

Action Type.

Resolution

Recommendation.

That Council, by resolution, accept a Water Line Easement from The Church of Jesus Christ of Latter-Day Saints as part of the Casper Wyoming Temple Construction at 2905 Independence Court.

Summary.

Construction of the Casper, Wyoming Temple requires a Permit to Construct for the water and sewer services to the new facility. The shutoff valves and isolation valves for the facility's domestic water services, fire suppression services, and fire hydrant will require a Water Line Easement for servicing and maintaining the new water infrastructure.

A 20-foot wide Water Line Easement (0.18 acres), granted by the the Church of Jesus Christ of Latter-Day Saints, is necessary for operating, accessing, inspecting, and exercising water lines, hydrants, valves and curb stops.

Financial Considerations

None

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Attachments

Resolution

Waterline Easement Description (Exhibit "A")

## **WATER LINE 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 THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, whose principal offices are located at 50 East North Temple, Salt Lake City, Utah 84150 (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 easement for operating, accessing, inspecting, and exercising water lines, hydrants, valves and curb stops (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", 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 operating, accessing, inspecting, and exercising water lines, hydrants, valves and curb stops.

2. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

3 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.

4 This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

5 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

6 Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

[My Commission Expires. \_\_\_\_\_]

EXHIBIT A  
WATERLINE EASEMENT DESCRIPTION

CLIENT JRW & ASSOCIATES

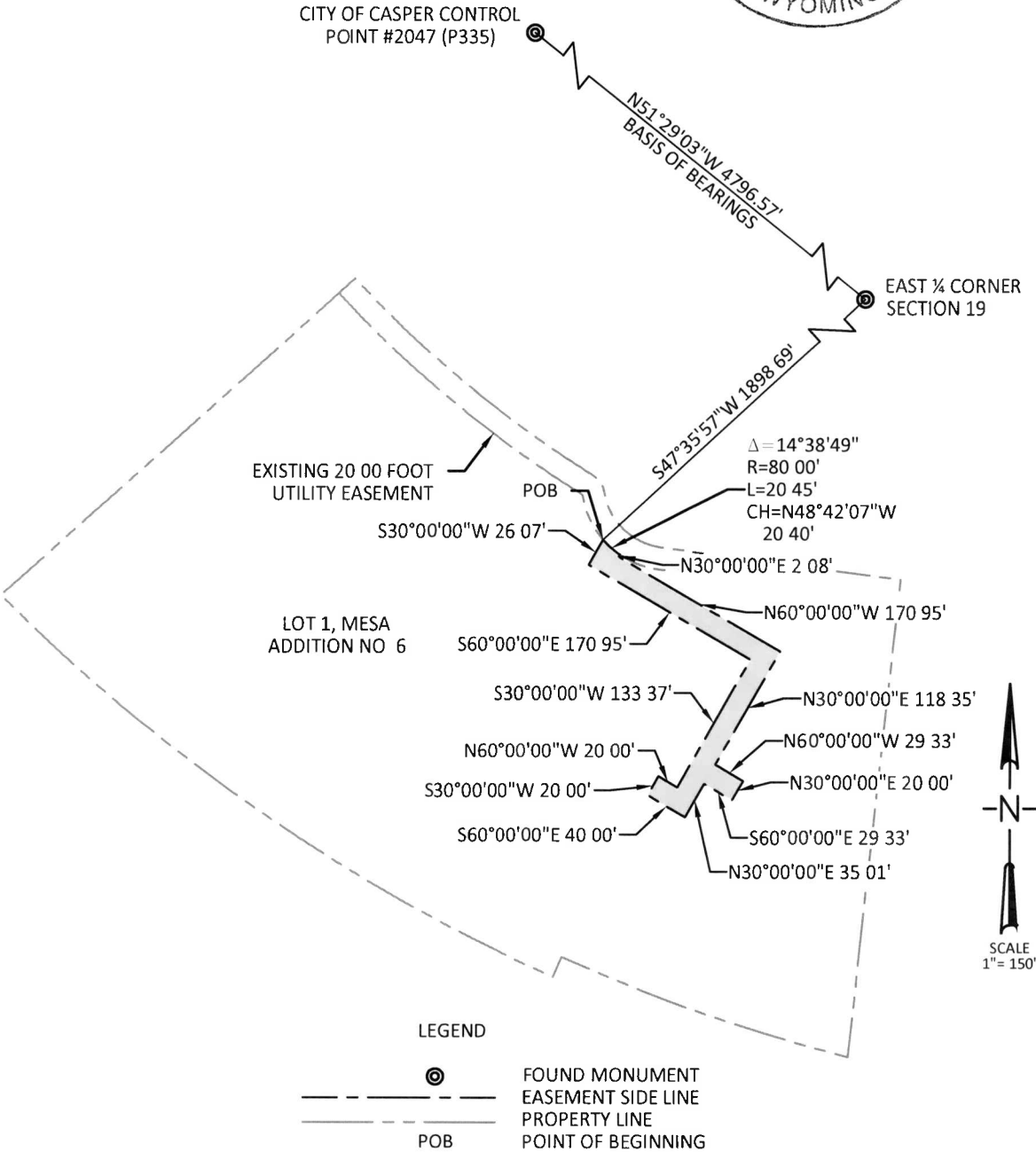
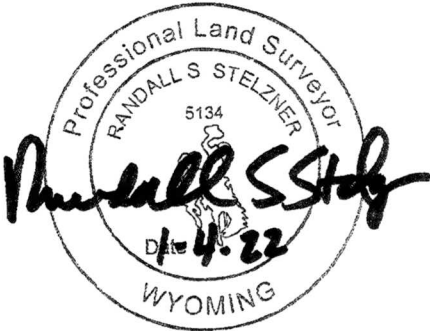
22088-CE  
JANUARY 4, 2022

A waterline easement located in Lot 1, Mesa Addition #6, filed as document #874165 in the office of the Natrona County Clerk and Records in Casper, Wyoming, being in the SE¼ of Section 19, T 33N , R 79W , 6th P M , City of Casper, Natrona County, Wyoming, being more particularly described as follows

Commencing at the East ¼ Corner of said Section 19, being a found brass cap monument from which City of Casper Control Point #2047 (designated P335) being a found steel rod in a monument box bears N51°29'03"W, 4796.57 feet and is the BASIS OF BEARINGS for this waterline easement description, thence S47°35'57"W, 1898.69 feet to the **POINT OF BEGINNING** of this waterline easement description, thence from said Point of Beginning S30°00'00"W, 26.07 feet; thence S60°00'00"E, 170.95 feet; thence S30°00'00"W, 133.37 feet, thence N60°00'00"W, 20.00 feet, thence S30°00'00"W, 20.00 feet, thence S60°00'00"E, 40.00 feet, thence N30°00'00"E, 35.01 feet, thence S60°00'00"E, 29.33 feet, thence N30°00'00"E, 20.00 feet, thence N60°00'00"W, 29.33 feet, thence N30°00'00"E, 118.35 feet, thence N60°00'00"W, 170.95 feet, thence N30°00'00"E, 2.08 feet to intersect the southerly line of an existing utility easement, thence along said southerly line on the arc of a non-tangent curve to the right, 20.45 feet to the point of beginning of this waterline easement description, said curve having a radius of 80.00 feet, a central angle of 14°38'49" and chord bearing N48°42'07"W, 20.40 feet, containing 0.18 acres, more or less, and is subject to all easements, rights-of-way and restrictions of record

STATE OF WYOMING )  
COUNTY OF FREMONT ) SS

I, Randall S Stelzner, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described easement was drafted under my direction by Brock T. Roberts on January 4, 2022 and that the accompanying map is correct to the best of my knowledge.



RESOLUTION NO 22-117

A RESOLUTION ACCEPTING A WATER LINE EASEMENT  
FROM THE CHURCH OF JESUS CHRIST OF LATTER-DAY  
SAINTS AS PART OF THE CASPER WYOMING TEMPLE  
CONSTRUCTION AT 2905 INDEPENDENCE COURT

WHEREAS, the Water Line Easement from the Church of Jesus Christ of Latter-Day Saints, is for the purpose of access and operation water and fire suppression services at 2905 Independence Court; and,

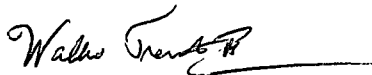
WHEREAS, approval of a Water Line Easement allowing access and operation of the new services, and,

WHEREAS, the Water Line Easement with the the Church of Jesus Christ of Latter-Day Saints requires compensation in the amount of Ten and 00/100 Dollars (\$10 00)

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING· That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Water Line Easement with the Church of Jesus Christ of Latter-Day Saints for the construction of the Casper Wyoming Temple Construction at 2905 Independence Court.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 24, 2022

**MEMO TO** J Carter Napier, City Manager *JCN*  
**FROM.** Liz Becher, Community Development Director *LB*  
Scott Drescher, Transit Manager *SD*  
**SUBJECT** Authorizing a Transit Software Management Agreement with CTS Software

Meeting Type & Date.

Regular Council Meeting, July 5, 2022.

Action type.

Resolution

Recommendation.

That Council, by resolution, approve a Contract for Professional Services with CTS Software in the amount of Thirty-Eight Thousand Five Hundred Seventy Dollars (\$38,570)

Summary:

On April 1, 2022, the City of Casper Transit Division publicly advertised a Request for Proposals (RFP) for Transit Integrated Reservation, Scheduling, and Dispatching Software. The RFP was advertised in the newspaper and was placed on the City website. Responses were due April 29, 2022. Five (5) bids were received. Four (4) contractors were interviewed. CTS Software was found to be the fair, reasonable, and responsive proposer.

Financial Considerations.

Funding for this project will come from the Federal Transit Administration (FTA) annual allocation. The City will be reimbursed 50% of the cost of the project. The City's portion will be funded from Optional 1%<sup>16</sup>

Oversight/Project Responsibility:

Liz Becher, Community Development Director  
Scott Drescher, Transit Manager  
Michael Szewczyk, IT Manager

Attachments.

Resolution, Contract for Professional Services



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the following parties

1 The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”)

2. Foxster Opco, LLC, dba CTS Software, Post Office Box 57, Swansboro, North Carolina 28584 (“Contractor” or “Consultant”).

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

### RECITALS

A. The City is undertaking a project to obtain services for a cloud-based transit management software solution.

B The project requires professional services for the provision, configuration, support, and maintenance of the cloud-based software application.

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

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

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

1 SCOPE OF SERVICES The scope of services for the project is as specified below

**A. IMPLEMENTATION PHASE.** The Contractor shall

- 1 Assign a person to work directly with the City as the main point of contact.
2. Conduct weekly meetings with the City during the implementation phase of the software.

- 3 Provide schedule of deliverables with anticipated completion dates for each location.
- 4 Provide the City access to the TripMaster Software, TripScheduler Software Module, Parascopy Tablet Software Application, and TripReminder and TripPortal Modules.
  - a. TripReminder will include 4,000 calls or texts per month.
- 5 Convert data from City's legacy transit software application to TripMaster
- 6 Setup and Configure system using City specific criteria provided in weekly meetings.
- 7 Provide administrative user accounts with proper privileges to administer all applications
- 8 Provide administrator and end-user training on the software application. A minimum of 5 hours of training shall be performed remotely during setup and implementation, and an additional 40 hours will be performed on site during the week City goes live with the application.
- 9 Provide documentation on all licensed applications and modules.
- 10 Include all functionality purchased by the City per this agreement and as listed in RFP response dated April 29, 2022, in response to the RFP Project ID Transit 22-02 released April 1, 2022.
- 11 Contractor will provide standard support for the Hosted Services to City at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services) Contractor will provide the Hosted Services in accordance with the service level agreement contained in this Contract.

**B. SERVICES AND SUPPORT** The Contractor will use commercially reasonable efforts to provide the City with the Services described in Section I(A) above in accordance with the following Service Level Terms

- 1. General Service Level Terms and Downtime Management:** The Services shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance. If the City requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond the Contractor's control will also be excluded from any such

calculation. For each period of downtime lasting longer than one (1) hour, the Contractor will credit the City 0.3% of monthly maintenance and support fees for each period of thirty (30) or more consecutive minutes of downtime. Downtime shall begin to accrue once downtime has taken place, and continues until the availability of the Services are restored.

**2. Incident Management/Technical Support.** If any service issue should arise throughout the duration of service, all issues shall be marked and prioritized by the Contractor as follows.

- a. Critical (Complete degradation – Fifteen (15) minute response time with 1 hour target resolution time). All users and critical functions affected.
- b. High (significant degradation – Sixty (60) minutes response time with 24 hour target resolution time). Large percentage of users or critical functions affected.
- c. Medium (limited degradation – Sixty (60) minute response time with 14 business day target resolution time) Limited number of users or non-critical functions affected. Business processes can continue.
- d. Minor (small degradation – Sixty (60) minute response time with 25 day target resolution time) One user affected. Business processes can continue.
- e. The Contractor will provide support to the City via electronic mail, chat, and over phone on a twenty-four (24) hour, seven (7) days a week basis.

**C. RESTRICTIONS AND RESPONSIBILITIES:**

- 1 The City will. (a) be responsible for its compliance with this Contract; (b) be responsible for the accuracy, quality, and legality of City Data and the means by which City acquired City Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the services and notify Contractor promptly of any unauthorized access or use of which City becomes aware; (d) use Services only in accordance with this Contract; (e) comply with all laws applicable to City's use of the Services, and (f) promptly and fully cooperate with Contractor and make the necessary personnel and resources available to Contractor for Contractor to deliver the services.
2. Contractor grants to City a non-exclusive, limited license subject to City's compliance with this Contract and any Agreements or Orders subsequently agreed upon. City will not: (a) use the hosted services outside the licensing metrics set out in this Contract (e.g., per user limitations), if any; (b) make service available to, or use any service for the benefit of, anyone other than City; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the services, (d) interfere with or disrupt the integrity or performance of any service, (e) attempt to gain

unauthorized access to any service; (f) permit direct or indirect access to or use of any service in a way that circumvents a usage limit; (g) copy a service or any part, feature, function, or user interface thereof; (h) copy any service except as permitted herein, (i) frame or mirror any part of any service, (j) access any service in order to build a competitive product or service, or (k) reverse engineer any service (to the extent this restriction is permitted by law)

- 3 City will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining, and operating equipment and Internet access is solely City's responsibility. City is responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by the Contractor, which may be amended from time to time. The Contractor neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

The City and the Contractor shall comply with all applicable local, state and federal laws in using the Service.

## 2. TIME OF PERFORMANCE

The implementation services of the Contractor shall be undertaken and completed on or before the 15th day of August 2022.

The application services provided by the Contractor shall be for a one (1) year period, beginning on June 21, 2022, and ending on June 20, 2023. The City may choose to renew for additional one (1) year terms, up to a maximum of five (5) years, under the same terms and conditions of this Contract.

## 3 COMPENSATION

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1 a one-time lump sum total for software and services of Thirty-Eight thousand Five Hundred Seventy Dollars (\$38,570 00) for up to seven (7) active vehicles and five (5) licenses. Monthly maintenance and support will be billed to the City at the rate of One Thousand One Hundred Ten Dollars (\$1,110 00) per month.

Should the City choose to add user licenses or vehicles above the licensed 5 users and 7 vehicles, charges will be as follows

### One -Time Fees

- Parascope Application – \$695 00 per vehicle added
- User License - \$495 00 per user added

#### Monthly Fees

- Vehicle Base, Trip Scheduler, Parascopes Application & Where's MyRide Fees - \$30 per vehicle added
- User License Fee - \$20 per user added

#### 4 METHOD OF PAYMENT

Payment will be made following receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due, that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

#### Service Fees

With the exception of any lump sum payments, applicable fees are billed monthly. City will pay all invoices net 45 days from the date of the Contractor invoice. Payments are non-cancelable and non-refundable.

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

#### Late Fees

If any invoiced amount is not received by Contractor by the due date, the, without limiting Contractor's rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law, whichever is lower. Late fees are in accordance with Wyoming section 16-6-602. Contractor, at its option, may suspend the Services, in whole or in part, if Contractor does not receive all undisputed amounts due and owing under the Contract within thirty (30) days after delivery of notice to City of the failure to pay such overdue balances. Contractor shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with City's breach of its payment obligations.

#### 5 TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS, PART III -- DATA SECURITY, and EXHIBIT 1 -- FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

#### 6 EXTENT OF CONTRACT

This Contract represents the entire and integrated agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONTRACTOR  
Foxster Opco, LLC, dba CTS Software

By: \_\_\_\_\_

By: Adam Fox

Printed Name: \_\_\_\_\_

Printed Name: Adam Fox

Title: \_\_\_\_\_

Title: CEO

Not required for electronic  
signature

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1 TERMINATION OF CONTRACT**

1.1 Either party may terminate this Contract anytime by providing thirty (30) days written notice to the other of its intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor specifically for the City under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, neither party shall be relieved of liability to the other for damages sustained by the other, by virtue of termination of the Contract by the other party, or any breach of the Contract by either party, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined. The Contractor may immediately terminate the City's access to hosted services within 45 days of the event of a breach by the City provided the city does not cure the breach.

#### **2. CHANGES**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City

#### **3 ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer

#### **4 AUDIT**

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written

instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City. Subject to the Wyoming Public Records Act, section 16-4-201 *et seq* information provided for the audit is to be deemed confidential and not shared, disclosed or distributed outside of requisite City personnel or its independent auditor or accountant or used in any means to create a similar product(s) to Contractor's.

5 EQUAL EMPLOYMENT OPPORTUNITY.

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6 OWNER OF PROJECT MATERIALS

A. All finished or unfinished documents or data created exclusively for the City by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use, and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

B. Reservation.

Contractor reserves all of its rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein with the exception of documentation created exclusively for the City. No rights are granted to City hereunder other than as expressly set forth in this Agreement.



## 7 CONFIDENTIALITY

A. All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City

### B Requirement of Confidentiality

Subject to the Wyoming Public Records Act, section 16-4-201 *et seq* the Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this section, and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this section will survive termination and continue for so long as the applicable information constitutes Confidential Information.

### C Compelled Disclosure.

The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

### D Feedback.

Any feedback, comments, suggestions or proposed modifications to the Services provided by City to Contractor may be freely used by Contractor without limitation, notice, or duty of accounting.

## 8 GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal

governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9 PERSONNEL

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10 SUBCONTRACTOR.

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11 INSURANCE AND INDEMNIFICATION.

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as

- 1 Commercial General Liability (CGL) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
- 2 **Automobile Liability** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-

owned), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3 **Excess/Umbrella Liability** of at least Two Million Dollars (\$2,000,000) per occurrence.

4 **Workers' Compensation** insurance as required by the State of Wyoming with Statutory Limits.

5 **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor's profession and work hereunder, with limits not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the City may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows

b. **Cyber Liability coverage** with a limit up to Two Million Dollars (\$2,000,000) to cover the replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Contractor

c. The Insurance obligations for each line of coverage under this Contract shall be the greater of 1—the Insurance coverage and limits carried by or available to the Contractor for the specific line of coverage, or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

C. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City

## **D Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions

### **1 Additional Insured Status**

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used)

### **2 Primary Coverage**

For any claims related to this Contract for which the Contractor is liable, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

### **3 Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City

### **4 Waiver of Subrogation**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer

### **5 Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City

### **6 Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A.VII, unless otherwise acceptable to the City

## **7 Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

## **8 Verification of Coverage**

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **9 Subcontractors**

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

## **10 Special Risks or Circumstances**

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

## **E. General Indemnification**

Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure

to comply with any of its obligations contained in the Contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the City. Mutual indemnification is not possible under article 16 section 6 under the Wyoming Constitution.

12. LIMITATION OF LIABILITY.

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq , and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16 FORCE MAJEURE.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17 ELECTRONIC SIGNATURES.

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

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## PART III -- DATA SECURITY

1 Definitions Capitalized terms used herein shall have the meanings set forth in this Section [1]

**“Authorized Employees”** means Contractor’s employees who have a need to know or otherwise access Personal Information to enable Contractor to perform its obligations under this Contract.

**“Authorized Persons”** means (i) Authorized Employees, and (ii) Contractor’s sub-contractors, consultants, agents, and auditors who have a need to know or otherwise access Personal Information to enable Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

**“Highly Sensitive Personal Information”** means an (i) individual’s government-issued identification number (including Social Security number, driver’s license number, or state-issued identification number), (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

**“Personal Information”** means information provided to Contractor by or at the direction of City which is created or obtained by Contractor on behalf of City, or information to which access was provided to Contractor by or at the direction of City, in the course of Contractor’s performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers), or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both sub-clauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information. The City’s business contact information is not by itself deemed to be Personal Information.

**“Security Breach”** means (i) any act or omission that materially compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor or any Authorized Persons, or by the City should Contractor have access to City’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Contractor or any Authorized Persons or a breach or alleged breach of this Contract relating to such



privacy and data security practices. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

## 2 Standard of Care

(a) Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons Contractor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Contractor's own actions and omissions.

(b) In recognition of the foregoing, Contractor agrees and covenants that it shall

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure,

(ii) not create, collect, receive, access, or use Personal Information in violation of law;

(iii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and

(iv) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, consultants contractors, agents, or auditors (an "Unauthorized Third Party"), without City's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law[, in which case, the Contractor shall (A) use best efforts and to the extent permitted by applicable law notify City before such disclosure or as soon thereafter as reasonably possible; (B) be responsible for and remain liable to City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions, and (c) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of Personal Information.

### 3 Information Security

(a) Contractor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Children's Online Privacy Protection Act (COPPA)

(b) Contractor shall comply with and maintain its written information security program, including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Currently, that program is described in Foxster Opco, LLC Dba CTS Software's HIPAA Security and Privacy Manual which was last updated April 2022. Because that document is proprietary, confidential commercial information, it will be included in this Contract as a confidential annex to this Contract and protected from disclosure under the Wyoming Public Records Act, W S § 16-4-203(d)(v)

(c) Without limiting the Contractor's obligations under Section 3(a), the Contractor shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices including the International Organization for Standardization's standards ISO/IEC 27001 – Information Security Management Systems – Requirements and ISO/IEC 27002 – Code of Practice for International Security Management, the Control Objectives for Information and related Technology (COBIT) standards, the National Institute of Standards and Technology (NIST) Cybersecurity Framework, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.

(d) At a minimum, Contractor's safeguards for the protection of Personal Information shall include (i) limiting access of Personal Information to Authorized Employees/Authorized Persons, (ii) securing paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal, (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media, (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks, (viii) strictly segregating Personal Information from information of Contractor or its other Clients so that Personal Information is not commingled with any other types of information, (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Contractor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x)

implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Contractor's employees. Encryption standards shall be at least as stringent as described in the National Institute of Standards and Technology's (FIPS) 140-3, Security Requirements for Cryptographic Modules, dated March 22, 2019, and then, any superseding FIPS standard. In 2023, Contractor will be compliant with National Institute of Standards and Technology's (FIPS) 140-3, Security Requirements for Cryptographic Modules, dated March 22, 2019, and then, any superseding FIPS standard.

(e) During the term of each Authorized Employee's employment by Contractor, Contractor shall at all times cause such Authorized Employees to abide strictly by Contractor's obligations under this Contract and Contractor's standard policies and procedures, a copy of which have been provided to the City as described in Part III, Section 3(b) above. Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Contractor's officers, partners, principals, employees, agents, or contractors. Upon City's written request, Contractor shall promptly identify for City in writing all Authorized Employees as of the date of such request.

(f) Upon City's written request, Contractor shall provide City with a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation (i) connectivity to City and all third parties who may access Contractor's network to the extent the network contains Personal Information, (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers), (iv) all backup or redundant servers, and (v) permitted access through each network connection.

#### 4 Security Breach Procedures

(a) Contractor shall.

(i) provide City with the name and contact information for security operations Contractor who shall serve as City's primary security contact and shall be available to assist City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach,

(ii) notify City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it; and

(iii) notify City of any Security Breaches by telephone at the following numbers 307-235-7524 (IT Manager), and 307-235-7504 (City Attorney) and email City at [mszewczyk@casperwy.gov](mailto:mszewczyk@casperwy.gov) (IT Manager) and [jhenley@casperwy.gov](mailto:jhenley@casperwy.gov) (City

Attorney)), with a copy by email to Contractor's primary business contact within City, or such other numbers/emails as the City may direct in writing from time to time.

(b) Immediately following Contractor's notification to City of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with City in City's handling of the matter, including, without limitation, (i) assisting with any investigation, (ii) providing City with operations affected, (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by City

(c) Contractor shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Contractor shall reimburse City for all actual costs incurred by City in responding to, and mitigating damages caused by, any Security Breach not due to the actions or inactions of City, including all costs of notice and/or remediation pursuant to Section 4(d). Notwithstanding any other provision in the Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services), and will promptly reimburse City for the costs of any breach notifications, expenses, or other fees, including any state or federal fines, arising from or related to a Security Breach or other breach of Protected Data while in Contractor's possession or control.

(d) Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining City's prior written consent, other than to inform a complainant that the matter has been forwarded to City's legal counsel. Further, Contractor agrees that City shall have the sole right to determine (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in City's discretion, and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. However, Contractor reserves the right, in its sole discretion, to report criminal acts relating to the use and disclosure of Personal Information to applicable government authorities and shall notify City as soon as practicable that such reporting has occurred. With respect to instances in which Contractor is considering notifying Government Authorities concerning civil, but not criminal, acts, Contractor shall notify City in writing and consult with City prior to making any such notification. The parties shall immediately endeavor in good faith to reach agreement on the need and nature of such notification. If such agreement cannot be reached within seventy-two (72) hours after Contractor has provided City with written notice, Contractor shall have the right to inform Government Authorities solely to the extent required by applicable law

(e) Contractor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

(f) Contractor agrees to fully cooperate at its own expense with City in any litigation, investigation, or other action deemed necessary by City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information. Upon resolution, should City be found solely liable, City will reimburse Contractor for all reasonable, associated expenses

(g) In the event of any Security Breach, Contractor shall promptly use its/best efforts to prevent a recurrence of any such Security Breach.

## 5 Oversight of Security Compliance.

At least once per year, Contractor shall conduct audits of the information technology and information security controls used in complying with its obligations under this Contract, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices. Upon City's written request, Contractor shall make available to City for review all of the following, as applicable Contractor's latest Payment Card Industry (PCI) Compliance Report, Statement on Standards for Attestation Engagements (SSAE) No 16 audit reports for Reporting on Controls at a Service Organization, Service Organization Controls (SOC) Type 1, 2, or 3 audit reports, and any reports relating to its ISO/IEC 27001 certification. City shall treat such audit reports as Contractor's Confidential Information under this Contract. Contractor will promptly address any exceptions noted on the SOC reports, or other audit reports, with the development and implementation of a corrective action plan by Contractor's management.]

## 6 Service Continuity

Contractor must have a business continuity plan in place and must evaluate the IT disaster recovery portion of such plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Specifically, the plan must demonstrate that, in the event of a disaster or other service or business interruption, Contractor has provided for: (i) backing up and storing data at a location sufficiently remote from the facilities at which Information System(s) are hosted in case of loss of that data at the primary site; (ii) rapid restoration, relocation, or replacement of resources associated with City Information System(s), (iii) short and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to City Information System(s), and (iv) reviewing, testing, and adjusting the plan based on its at least annual evaluation.

#### 7 Return or Destruction of Personal Information.

At any time during the term of this Contract at City's written request or upon the termination or expiration of this Contract for any reason, Contractor shall, instruct all Authorized Employees/Authorized Persons to, promptly return to City all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Employees/Authorized Persons, or securely dispose of all such copies, and certify in writing to City that such Personal Information has been returned to City or disposed of securely Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of Personal Information.

#### 8 Equitable Relief.

Each party acknowledges that any breach of its covenants or obligations set forth in this Contract , may cause the other irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non breaching party is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non breaching party may be entitled at law or in equity Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary

#### 9 Material Breach.

Either parties' failure to comply with any of the provisions of this Contract is a material breach of this Contract. In such event, the non breaching party may terminate the Contract effective immediately upon written notice to the breaching party without further liability or obligation to the breaching party

## EXHIBIT 1

### Federal Transit Administration (FTA) Required Clauses

#### **REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor 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 Contractor 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. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor 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 Contractor 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. The Contractor 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**

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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 Contractor agrees that it will not discriminate against individuals on the basis of disability In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBE participation has not been established for this procurement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

#### **4. ENERGY CONSERVATION**

The contractor 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 Contractor 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,

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

#### **6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The City and Contractor 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, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor 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**

The Contractor 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 Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor 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 Contractor, to the extent the Federal Government deems appropriate.

The Contractor 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 subcontractor 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, the City of Casper has adopted seat belt use and distracted driving policies and programs.

**Seat Belt Use** The Contractor 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 Contractor or AGENCY

**Distracted Driving** The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **9 TERMINATION**

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor 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 Contractor 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 Contractor, the

City, after setting up a new delivery of performance schedule, may allow the Contractor 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 Contractor [an appropriately short period of time] 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 Contractor 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 Contractor 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 Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this Contract is terminated while the Contractor has possession of the City's goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor 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 Contractor 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 AGENCY

RESOLUTION NO 22-118

A RESOLUTION AUTHORIZING A PROFESSIONAL  
SERVICES CONTRACT BETWEEN THE CITY OF  
CASPER AND FOXSTER OPCO, LLC, DBA CTS  
SOFTWARE, FOR TRANSIT DISPATCH SOFTWARE

WHEREAS, the City of Casper desires to enter into a Contract with CTS  
Software for hosted transit software services, and,

WHEREAS, CTS Software is able and willing to provide the software  
services, and,

WHEREAS, the fees for said software services are set forth in the above  
referenced Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF THE CITY OF CASPER, WYOMING That the Mayor is hereby authorized and  
directed to execute, and the City Clerk to attest, a Contract for Professional Services  
between the City of Casper and CTS Software, in an amount Thirty-Eight Thousand Five  
Hundred Seventy Dollars (\$38,570)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_,  
2022.

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 16, 2022

MEMO TO J Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Scott Drescher, Transit Manager  
SUBJECT Authorizing a Contract for Professional Services with the City of Mills for  
FY23 Transit Services

Meeting Type & Date.

Regular Council Meeting, July 5, 2022

Action Type.

Resolution

Recommendation.

That Council, by resolution, authorize a Contract for Professional Services with the City of Mills for FY23 transit services.

Summary:

The City of Casper has contracted out the demand response system for the City of Mills under contractual arrangements since 1982 and fixed route service since April of 2005. The City will continue to provide professional services for the demand response and fixed route transportation for the City of Mills and members of its general public, elderly and disabled. The City of Mills desires to retain the City of Casper for these transportation services.

Financial Considerations

The City of Casper will receive an amount not to exceed \$35,000 for transit services in FY23

Oversight/Project Responsibility

Liz Becher (Community Development Director) and Pam Jones (Grant Technician)

Attachments.

Resolution

Contract for Professional Services



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COMMUNITY DEVELOPMENT  
DEPARTMENT

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June 24, 2022

Dear Mayor Coleman and the City of Mills,

Please find attached a Contract for Professional Services with the City of Casper for FY23 Transit services, beginning July 1, 2022.

As you will note, the proposed compensation will remain the same as the proposed compensation request from CATC in 2020 -- \$35,000 for both fixed route and door-to-door service (to be invoiced monthly) Casper, and its surrounding municipalities/entities, were all fortunate to have the 2020 CARES grant through the Federal Transit Administration (FTA) cover the operational expenses for the majority of the 2020 calendar year and all of 2021

The City has enjoyed the ongoing relationship we have shared with you for the transit operations since assuming oversight in May 2021. Our goal has been to keep the Casper area moving forward, and transit operating seamlessly through this transition. We look forward to continuing our partnership with you, and would appreciate your signature on the attached (original) contract by Thursday, June 30, 2022. I will swing by to pick it up that day

I would also be happy to address any questions you may have about the contract.

Very Truly Yours,

*Liz Becher*

Liz Becher, Director  
Community Development/  
Transit



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the following parties

1 The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City")

2. The City of Mills, a Wyoming municipal corporation, 704 Fourth Street, Mills, Wyoming 82644, ("Contractor")

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

### RECITALS

A. The City is undertaking a project to support transit services in the City of Mills.

B The project requires professional services for the demand response and fixed route transportation for the City of Mills and members of its general public

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

D The Contractor desires to retain the City 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 City, through the City Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the City of Mills.

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

A. City shall operate a demand response transportation system for the urbanized area of Mills. The City shall place an emphasis on services for the elderly and disabled.

B City shall operate a fixed route transportation system for the general public within the boundaries of the City of Mills.

- C City 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. The City 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 the City
- D City shall provide a fixed route transportation service, at a minimum, from 6.30 a.m. to 6.30 p.m. on Monday through Friday The City 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 the City
- E. City shall promote the services offered through appropriate informational programs.
- F City shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto
- G 1 Fares Fares and methods of fare payment charged to passengers and attendants shall be set by the City 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 the City and considered program income The City has the option to alter fares during the course of the Contract. The City will notify the Contractor 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 the City
- 2 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 the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.
- 3 A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.
- H. 1 Group Trips Contractor 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 City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per



year according to 49 CFR Part 604

2 Contractor 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 the City 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, the City shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirty-Five Thousand Dollars (\$35,000) for FY 2023 See Exhibit A, attached hereto and made part of this Contract.
- b. This Contract is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA) In the event that the City 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, the City's General Fund and the City'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.
- d. Contractor's Financial Obligation  
Contractor will be invoiced by the City on a monthly basis based on the days and hours of service and the cost per service hour The Contractor will pay the City the invoiced monthly amount for transit operations up to an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) no later than July 31, 2023 The City shall provide a monthly invoice broken out by days and hours of service and cost per service hour

## 4 METHOD OF PAYMENT

The Contractor 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 City for services rendered in conformance with the Contract.

5 TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS, and PART III -- FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

6 EXTENT OF CONTRACT

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

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

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

APPROVED AS TO FORM

Walter Tremblay

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONTRACTOR  
City of Mills

By: Christine Trumbull  
Printed Name Christine Trumbull  
Title City clerk

By: Seth M. Coleman  
Printed Name Seth M. Coleman  
Title Mayor

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1 TERMINATION OF CONTRACT**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### **2. CHANGES**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City

#### **3 ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City. provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer

#### **4 AUDIT**

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City

5 EQUAL EMPLOYMENT OPPORTUNITY.

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6 OWNER OF PROJECT MATERIALS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7 FINDINGS CONFIDENTIAL

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8 GOVERNING LAW AND VENUE

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

9      PERSONNEL

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10     SUBCONTRACTOR.

The Contractor shall not employ any SubContractor to perform any services in the scope of this project, unless the SubContractor is approved in writing by the City. Any approved SubContractor shall be paid by the Contractor.

11     INSURANCE AND INDEMNIFICATION.

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its SubContractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as

1. Commercial General Liability (CGL) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation. as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars.

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence, or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions.

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5 *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions

- a. Option 1 Any deductibles or self-insured retentions must be declared to and approved by the City Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000) Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2 Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6 *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.VII, unless otherwise agreed to in writing by the City

7 *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8 *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9 *SubContractors*

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

10 *Special Risks or Circumstances*

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

- E Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any SubContractor thereof.

12. LIMITATION OF LIABILITY.

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13 INTENT

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.



14 WYOMING GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15 NO THIRD PARTY BENEFICIARY RIGHTS

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16 FORCE MAJEURE.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17 ELECTRONIC SIGNATURES.

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover

or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

## Part III

### Federal Transit Administration (FTA) Required Clauses

#### **REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor 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 Contractor 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 The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor 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 Contractor 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 The Contractor 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**

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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 Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBE participation has not been established for this procurement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 contractor from future bidding as non-responsible 49 C.F.R. § 26.13(b)

#### **4. ENERGY CONSERVATION**

The contractor 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 Contractor 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,

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

#### **6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The City and Contractor 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, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor 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**

The Contractor 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 Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate

The Contractor 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 Contractor, to the extent the Federal Government deems appropriate

The Contractor 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 subcontractor 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, the City of Casper has adopted seat belt use and distracted driving policies and programs.

**Seat Belt Use** The Contractor 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 Contractor or AGENCY

**Distracted Driving** The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **9 TERMINATION**

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor 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 Contractor 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 Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor 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 Contractor [an appropriately short period of time] 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 Contractor 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 Contractor 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 Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this Contract is terminated while the Contractor has possession of the City's goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor 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 Contractor 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 AGENCY

# EXHIBIT A

## Transit Billing FY23 Forecast

6/1/2022

### City of Mills

Month	#days	Hours	Cost per service hour (fuel, maint., personnel)	Total	Black Cat grant 56% of total	Balance owed Casper
		8.3				
July - 2022	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
August - 2022	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
September - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
October - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
November - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
December - 2022	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
January - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
February -2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
March - 2023	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
April - 2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
May - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
June - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
				\$ 80,033.91	\$ 44,818.99	\$ 35,214.92



RESOLUTION NO 22-119

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR TRANSIT SERVICES FOR THE CITY OF MILLS, A WYOMING MUNICIPALITY, FOR FISCAL YEAR 2023

WHEREAS, the City of Mills desires to engage the City of Casper (City) to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Mills, and,

WHEREAS, the City has contracted out a demand response (dial-a-ride) system for the City of Mills under similar contractual arrangements since 1982, and,

WHEREAS, the City has contracted out a fixed route transit system to serve the City of Mills since April of 2005


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and the City of Mills, a Wyoming municipality, for Fiscal Year 2023, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000)

BE IT FURTHER RESOLVED That the Contract amount for the City of Mills financial obligation should not exceed Thirty-Five Thousand Dollars (\$35,000) 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 City of Mills' financial obligation shall be for only those funds necessary to operate the transit system in the City of Mills.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 22, 2022

MEMO TO J Carter Napier, City Manager *77 for JCN*  
FROM. Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *mjy*  
Renee Hardy, MPO Technician *RH*  
SUBJECT Evansville East Side Sidewalk and Trail Study Professional Services Contract

Meeting Type & Date

Regular Council Meeting, July 6, 2022.

Action Type.

Resolution

Recommendation.

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Civil Engineering Professionals, Inc., for Evansville East Side Sidewalk and Trail Study in an amount not to exceed \$25,000

Summary

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2022 UPWP included \$25,000.00 of matched federal funding for the Evansville East Side Sidewalk and Trail Study.

The purpose of the study is to create a guiding document for the Town of Evansville to use when planning trails and sidewalk improvements, which will connect the businesses and residential neighborhoods on the eastern side of the town to parks, other trails, town amenities, and each other. Specific goals of the plan include filling in gaps in the current sidewalk network, determining the ideal location of a trail or sidepath connecting to parks and other trails in the area, and analyzing the existing conditions of the network for future roadway planning and maintenance work.

This study meets all the goals set forth in the 2020 update of the Long Range Transportation Plan. *Connecting Crossroads* including increasing transportation options for all modes, improving safety and health for all residents, enhancing the region's distinct character, promoting affordable and easy mobility solutions, and supporting the region's diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on May 6, 2022. Three (3) consulting firms responded with a proposal by the June 3, 2022, deadline. Staff from the Town of Evansville, WYDOT, and the MPO reviewed the proposals, and on June 10, 2022, selected Civil Engineering Professionals, Inc. based on the quality of the initial proposal, qualifications of proposed staff, interviews, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by November 30, 2022.

#### Financial Considerations

The proposed contract shall not exceed \$25,000.00. Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows, federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	<b>\$22,622.50</b>
City of Casper	6.97%	\$1,742.95
Natrona County	1.50%	\$375.65
City of Mills	0.44%	\$109.13
Town of Evansville	0.32%	\$80.12
Town of Bar Nunn	0.28%	\$69.65
<b>Total Local Match</b>	9.51%	<b>\$2,377.50</b>
	<b>Total Budget</b>	<b>\$25,000.00</b>

Entity Match Totals are based on population.

The Casper Area MPO Policy Committee approved the funding of \$25,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

#### Oversight/Project Responsibility

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 29<sup>th</sup> day of JUNE, 2022, by and between the following parties

1 The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner")

2. Civil Engineering Professionals, Inc , 6080 Enterprise Drive, Casper, Wyoming, 82609 ("Consultant")

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

### RECITALS

A. The City needs professional planning services for the Evansville East Side Sidewalk and Trail Study, 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 Evansville East Side Sidewalk and Trail Study, and as described on Exhibit A (Scope of Services), attached and made a part of this contract.

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

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

2. TIME OF PERFORMANCE.

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

B The Scope of Services listed in Paragraph 1 shall be completed on or before November 30, 2022.

3 COMPENSATION.

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials 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 Twenty Five Thousand Dollars and Zero Cents (\$25,000 00) Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

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.

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. The City will retain five percent (5%) of total Project cost, or One Thousand Two Hundred and Fifty Dollars and Zero Cents (\$1,250 00), until the Community Development Director provides written notice of final acceptance of the Project.

C 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.

Walker Treme

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

Civil Engineering Professionals, Inc., as  
Consultant:

By: Jared Fehring

By: Robert Bennett

Printed name JARED FEHRINGER

Printed name ROBERT BENNETT

Title PRINCIPAL

Title PRESIDENT



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:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. 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-five (25) pages, Exhibit A, Scope of Services consisting of two (2) pages, Exhibit B, MPO Policy Committee Approval, consisting of one (1) page, Exhibit C, Notice to Contractor – 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 eight (8) pages, 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.
- a. **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.

- b. 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.
- c. 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.
- d. 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
- e. 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
- f. 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.
- g. 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.
- h. 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



1. Exclusions from coverage,
11. Claims in progress which could significantly reduce the annual aggregate limit; and
111. 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.

1. 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.

### **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 and without mistakes or omissions. 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.

## EXHIBIT “A”

### SCOPE OF SERVICES



#### Scope of Services

The following scope of services is derived from the CEPI proposal for the Evansville East Side Sidewalk & Trail Study. A more detailed description of our proposed scope can be found in the submitted study.

#### Task 1 Meetings and Public Outreach

1. CEPI will arrange a project kickoff meeting with the Casper Area MPO, Town of Evansville staff and other stakeholders if desired to review the study scope, objectives, schedules and deliverables. At this meeting, CEPI will obtain relevant background information including GIS mapping, planned land use changes, programmed transportation improvements on any adjacent Town roadways, and parking data. We will review previous transportation studies and master plans (e.g., Casper Area Bicycle and Pedestrian Plan Update (2021), Long Range Transportation Plan Connection Crossroads (2020) and Evansville Transportation Plan (2017)), in order to become familiar with prior recommendations for circulation, parking, pedestrian and bicycle improvements and Town policies and goals.
2. CEPI will conduct bi-weekly project update called with MPO and Town staff to provide updates on work activities and products.
3. CEPI will prepare and facilitate two public input sessions with both in-person and online components to solicit input on existing conditions and proposed design.
4. CEPI will promote the 30-day public comment period and incorporate responses into the final study.
5. CEPI will prepare and facilitate at least one stakeholder meeting both in person and online components with property owners, residents, property managers, bicycle and pedestrian advocates, WYDOT and adjacent property owners to solicit project input.
6. If required by the MPO, CEPI will present project findings at one Town Council meeting, producing a PowerPoint presentation summarizing findings and recommendations. These recommendations will be mapped graphically on CADD/GIS and aerial photos to illustrate conceptual improvements.

#### Task 2 Feasibility of Multi-Use Path

1. Analyze the study area (Evans St., Texas St., Leavitt St.) to determine the best route for a multi-modal pathway based on right of way availability and proximity to schools, parks, and other destinations as determined by stakeholders.
2. Determine concept routing along with alternatives.

#### Task 3 Sidewalk Analysis

Civil Engineering Professionals, Inc.  
6080 Enterprise Dr • Casper, WY 82609  
Phone 307.266.4346 • Fax 307.266.0103  
[www.cepi-casper.com](http://www.cepi-casper.com)

1. Inventory sidewalk conditions and gaps that need addressed within the study area.
2. Create base mapping with drone technology.
3. Develop route recommendations

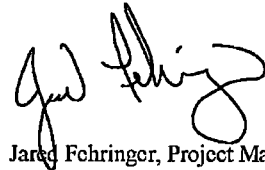
#### Task 4 Concept Design and Costs

1. Compile and evaluate information from public involvement, aerial data, and other analytics to determine preferred routing and possible alternatives
2. Create concept design and graphics
3. Develop corresponding budgetary cost estimates
4. Develop technical report

If any additional task information is needed or unclear in the proposal, please feel free to reach out to me.

Sincerely,

*Civil Engineering Professionals, Inc.*



Jared Fehring, Project Manager



Civil Engineering Professionals, Inc.  
6080 Enterprise Dr • Casper, WY 82609  
Phone 307.266 4346 • Fax 307.266 0103  
[www.cepi-casper.com](http://www.cepi-casper.com)

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Evansville East Side Sidewalk and Trail Study; and,

WHEREAS, on May 20, 2022, the Consultant Selection Committee approved the hiring of Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609, to complete the Evansville East Side Sidewalk and Trail Study; and,

WHEREAS, Civil Engineering Professionals, Inc , is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Civil Engineering Professionals, Inc., to complete the Evansville East Side Sidewalk and Trail Study in accordance with the Agreement, for an amount not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000 00)

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2022.

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 Civil Engineering Professionals, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows.

1 Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21 5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4 Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.



5      Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to

- A.      Withholding of payments to the Consultant under the contract until the Consultant complies, and/or,
- B      Cancellation, termination, or suspension of the contract, in whole or in part.

6      Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Robert Bennett, am the President of and duly authorized representative of the firm of Civil Engineering Professionals, Inc., and that neither I nor the above firm I here represent has

- 1 Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
- 3 Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any)

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

6-29-22  
Date

Robert Bennett  
Signature

ROBERT BENNETT  
Printed Name

PRESIDENT  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to

1. Employ or retain, or agree to employ or retain, any firm or person, or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind, with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation.

Date \_\_\_\_\_

\_\_\_\_\_  
Ray Pacheco  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF WYOMING ) ss

COUNTY OF NATRONA ) ss

I, Robert Bennett, 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 Robert Bennett

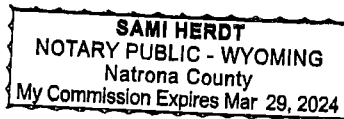
PRESIDENT  
Title

Subscribed in my presence and sworn to before me this 29<sup>th</sup> day of June, 2022, by

Sami Herdt  
Sami Herdt

Notary Public

3-29-24  
My Commission Expires



# EXHIBIT "G"

## FEE SCHEDULE

### STAFF-HOUR ESTIMATE Casper MPO Evansville East Side Sidewalk & Trail Study

		CEPI/L4					Task Subtotals
		Project Manager	Project Engineer	CADD	Surveyor Drone Operator	L4	
Total All-Inclusive Rate		\$150.00	\$130.00	\$100.00	\$250.00	\$150.00	
<b>Task 1</b>	<b>Meetings and Public/ Stakeholder Outreach</b>						
1.1	Project Coordination	4				8	12
1.2	Public Meetings	4	4			6	14
1.3	Stakeholder Meetings	4	4			5	13
1.4	Council Presentation	4				3	7
	Hours	16	8	0	0	22	46
	Subtotal Cost	\$2,400.00	\$1,040.00	\$0.00	\$0.00	\$3,300.00	\$6,740.00
<b>Task 2</b>	<b>Feasibility of Multi-Use Path</b>						
2.1	Evans Street	2	5	4			11
2.2	Texas Street	2	5	4			11
2.3	Leavitt Street	2	5	4			11
	Hours	6	15	12	0		33
	Subtotal Cost	\$900.00	\$1,950.00	\$1,200.00	\$0.00		\$4,050.00
<b>Task 3</b>	<b>Sidewalk Analysis</b>						
3.1	Evaluation	1	2	2			5
3.2	Base Mapping (ROW Utilities) Drone Aerial Mapping	1	2	5	3		11
3.3	Recommendations	1	2				3
	Hours	3	6	7	3	0	19
	Subtotal Cost	\$450.00	\$780.00	\$700.00	\$750.00	\$0.00	\$2,680.00
<b>Task 4</b>	<b>Concept Design and Costs</b>						
4.1	Alternatives Identification	4	4	10			18
4.2	Base Mapping (ROW, Utilities) Drone Aerial Mapping			5	10		15
4.3	Concept Design and Renderings		6				6
4.4	Cost Estimates	6	8				14
4.5	Technical Report	10	8	4		5	27
	Hours	20	26	19	10	5	80
	Subtotal Cost	\$3,000.00	\$3,380.00	\$1,900.00	\$2,500.00	\$750.00	\$11,530.00
	Total Hours	42	49	31	10	27	159
	Total Dollars	\$6,750.00	\$7,150.00	\$3,800.00	\$3,250.00	\$4,050.00	\$25,000.00

RESOLUTION NO 22-120

A RESOLUTION AUTHORIZING A CONTRACT  
BETWEEN THE CITY OF CASPER AND CIVIL  
ENGINEERING PROFESSIONALS, INC., FOR THE  
EVANSVILLE EAST SIDE SIDEWALK AND TRAIL  
STUDY

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs, and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005, and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 17, 2021, for a Evansville East Side Sidewalk and Trail Study, not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000 00), and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in corridor planning and design on May 6, 2022, and,

WHEREAS, the Project Selection Committee selected Civil Engineering Professionals, Inc., on June 10, 2022, to complete Evansville East Side Sidewalk and Trail Study

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Civil Engineering Professionals, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Twenty Five

Thousand Dollars and Zero Cents (\$25,000 00) for the Evansville East Side Sidewalk and Trail Study

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

Wallace Tremel III

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

July 1, 2022

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

**FROM:** John Henley, City Attorney *JH*  
Heather Bender, Paralegal *H3*

**SUBJECT:** A Resolution Rescinding and Replacing Resolution 21-56 – A Resolution Adopting the City of Casper Parkway Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking.

**Meeting Type & Date**

Regular Council Meeting  
July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council consider the attached Resolution and decide if the Resolution should be passed and adopted.

**Summary**

Ordinance No. 11-21, codified into Chapter 10.36 of the Casper Municipal Code delegates the authority to regulate parking prohibitions, limitations, regulations, and exceptions by resolution. Resolution 21-56 was passed, adopted and approved on May 18, 2021.

On June 7, 2022, Council conducted the public hearing and first reading of an Ordinance Amending Sections 10.36.010 and 10.36.020 of Chapter 10.36 – Parking, of the Casper Municipal Code. The Ordinance is scheduled for third reading on July 5, 2022.

During discussions regarding the Ordinance, Council discussed parkway parking and permit fees. Council gave direction to:

- ***Reduce the annual parkway permit fee to \$25.00, and remove the application fee. (see pages 10 and 19 of the Manual)***
- ***Add hard surfacing requirements at the property owner's expense. (see pages 11 and 19 of the Manual).***



- *Change the permit display from stickers to placards, to allow permit holders to move their permit/placard between vehicles. (see pages 10 and 19 of the Manual)*
- *Allow limited vehicle maintenance in the permitted parkway space; such as washing, greasing and oil changes. Vehicle repairs exceeding one day in a permitted parkway space shall not be allowed. (see page 22 of the Manual)*
- *Council passed an amendment to the Ordinance to **prohibit parkway parking on larger streets where at least two twelve feet travel lanes and two eight feet parking lanes can be maintained**; the amendment is shown in redlines in section 10.36.020 A. 3. of the Ordinance. (see page 3 of the Manual)*

A Resolution rescinding Resolution 21-56 and an updating City of Casper's Parking Manual reflecting the changes above (changes are redlined) is attached.

#### **Financial Considerations**

Anticipated minimal reduction in parkway permit fees.  
Increase in staff time.

#### **Oversight/Project Responsibility**

Casper Police Department  
Public Services Department  
City Attorney's Office  
City Clerk's Office

#### **Attachments**

Resolution  
City of Casper Parking Manual

(Changes are located on pages 2,3,10,11, 13, 19, and 22)

# **CITY OF CASPER PARKING MANUAL**

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ORDINANCE NO. 11-21 Exhibit A1

ORDINANCE NO. () Exhibit A2

RESOLUTION NO. 21-56 Exhibit B was rescinded and replaced by Resolution  
(number) passed adopted and approved on July 5, 2022.) (Attached as Exhibit B)

## PARKING - CASPER MUNICIPAL CODE REVIEW

Pursuant to Chapter 10.36 of the Casper Municipal Code, it shall be unlawful to park a motor vehicle within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;
3. In a parkway, adjacent to a street, where at least two (2) twelve (12) feet travel lanes and two (2) eight (8) feet parking lanes can be maintained. Parkway parking where permitted, is subject to the rules and regulations of the City of Casper Parking Manual as updated, and to the requirement of a properly displayed permit; without a properly displayed permit/decal; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12<sup>th</sup> Street and 13<sup>th</sup> Street, between CY Avenue and McKinley Street.
4. In front of, or obstructing, a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the public services director.
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (double parked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curb line, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the

direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;

18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;
22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;
23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
24. In a marked bus stop;
25. In a publicly-owned parking lot in violation of posted limits, restrictions or permit requirements; and
26. Any boat, trailer, or RV of any size that may legally be parked on a public street must be parked in front of the owner's or renter's lot or property. Further:
  - A. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business districts and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments. No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U. S. Department of Transportation regulations on any street or alley in the city, except when in the process of loading or unloading. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
  - B. No person shall park any recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, on any street within the city for a period in excess of five days in a thirty-day period, unless the individual has complied with provisions outlined in the City of Council Parking Manual, as may be amended from time to time by resolution of the city

council.

- C. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the Snow Emergency Regulations contained within the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council.
- D. It shall be unlawful for any person to own store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
- E. At any corner formed by intersecting streets, it shall be unlawful to park any RV or vehicle, as defined in this Chapter, within 30' feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
- F. At any corner formed by the intersecting streets, it shall be unlawful to park any RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

The penalty for violating any provisions of the ordinance or the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council, is up to \$750 per day per violation. Specific penalty amounts for specific violations are set by resolution of council and maintained in this Parking Manual.

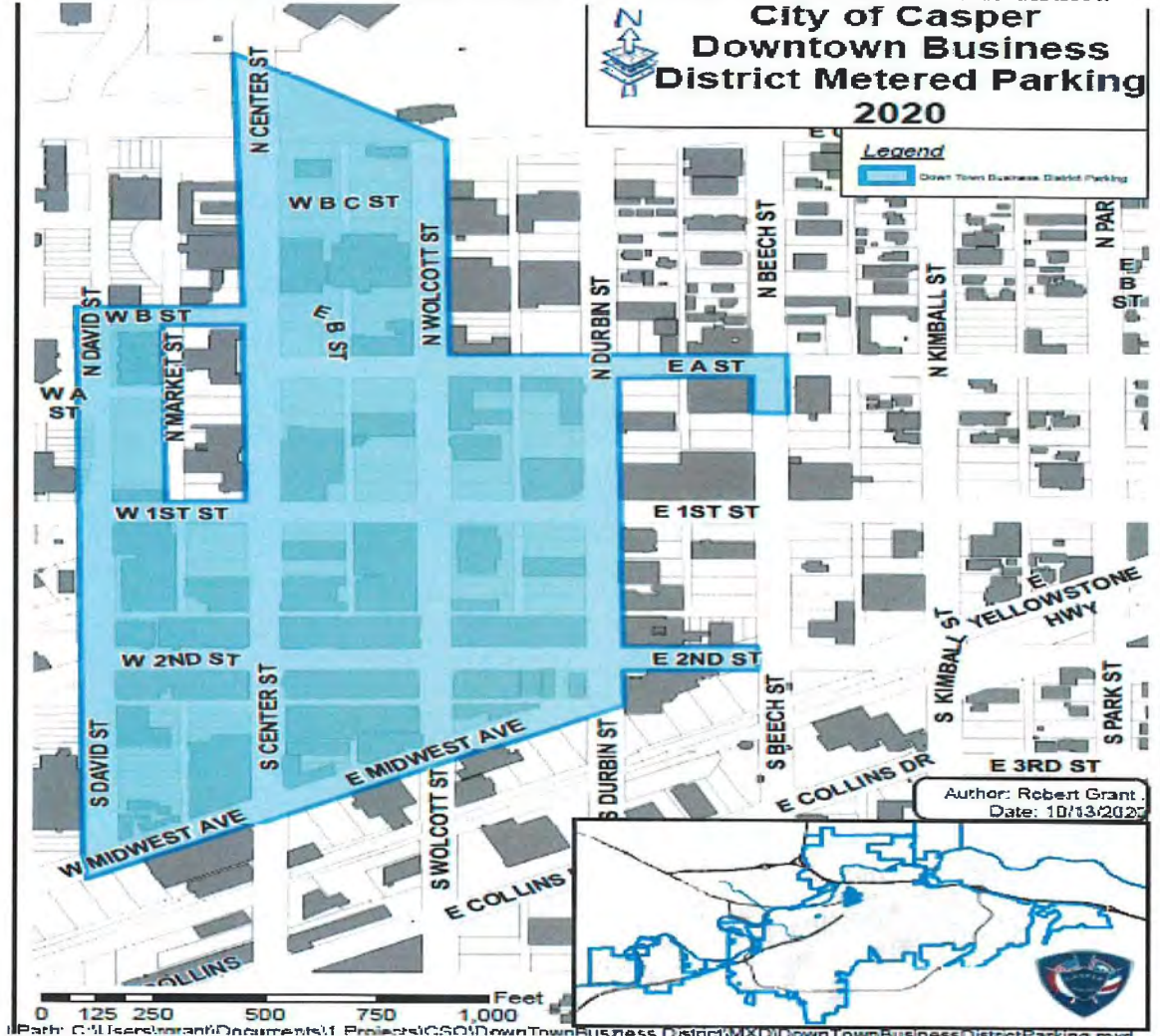
Complete copies of the ordinance, and fees and penalty resolution are included as Appendices.



## PARKING IN THE DOWNTOWN BUSINESS DISTRICT

A. The downtown business district is the area included by and enclosed within the following streets:

- the west side of Center Street from the underpass to "B" Street;
  - the north side of "B" Street from Center Street to David Street;
  - the west side of David Street from "B" Street to Midwest Avenue;
  - the south side of Midwest Avenue from David Street to Durbin Street;
  - the east side of Durbin Street from Midwest Avenue to "A" Street;
  - the north side of "A" Street from Beech Street to Wolcott Street; and,
  - the east side of Wolcott Street from "A" Street to "C" Street.
  - the east side of N Beech St. and "A" (100 yards south)
  - E 2<sup>nd</sup> and Durbin north and south sides of the street to S. Beech
- Market Street from Center Street to "B" Street is excluded from this district.



- B. With the exception of the prohibition on overnight parking, which is enforced seven days a week, parking regulations in the downtown business district are enforced between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, with the exception of legal holidays recognized by the City of Casper.
- C. Parking in the downtown business district is limited to two hours in any one space, and a maximum of two hours on a block face. This limit applies to all parking spaces, including handicapped spaces, unless they are permanent, reserved parking spaces. A block face is defined as a portion of a street or highway between two intersections, including all on-street parking along both sides of the street or highway within such boundaries.
- D. There may be parking spaces where the time limit is set at 15 minutes or 30 minutes. There also may be instances where there are parking spaces that have two-hour time limits and are not located in the downtown business district. The fines and penalties for parking violations of these types of spaces are the same as for the downtown business district.
- E. Parking on the street in the downtown business district is prohibited between the hours of 3:00 a.m. and 6:00 a.m., seven days a week. This will allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- F. The fines for parking in violation of this paragraph, fines for parking in the Downtown Business District, shall be \$25 for the 1<sup>st</sup> offense, \$50 for the 2<sup>nd</sup> offense, and \$75 for the 3<sup>rd</sup> or subsequent offense in a calendar year.
- G. Should a snow emergency be declared, parking shall be prohibited on the streets located in the downtown business district, between the hours of 11:00 p.m. and 6:00 a.m.

## RESERVED PARKING PERMIT TYPES AND APPLICATION PROCESS

### Handicapped/Temporary Parking Permit

There are two categories of handicapped spaces – public and private. The public handicapped spaces are designated for use by the public. Any handicapped person, defined as provided by Section 31-2-213(d)(ii) of the Wyoming Statutes, 1977 Republished Edition, as amended and carrying and displaying on their vehicle, a proper identification sticker issued by the State of Wyoming may use a handicapped space.

Private handicapped spaces are marked with the individual's handicapped permit number, and only the individual assigned to the permit number is eligible to utilize the space.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain



view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a reserved handicapped parking space must be made with the Public Services Department.
- B. Applicants are considered eligible for a private handicapped parking space if the applicant has a disability which limits or impairs their ability to walk as determined by a licensed physician or advanced practice registered nurse, including:
  - a. An inability to walk two hundred (200) feet without stopping to rest;
  - b. An inability to walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
  - c. A restriction by lung disease to such an extent that the person's forced expiratory volume for one (1) second when measured by spirometry is less than one (1) liter, or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;
  - d. Requires use of portable oxygen;
  - e. Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards established by the American Heart Association;
  - f. A severe limitation on the ability to walk due to an arthritic, neurological or orthopedic condition; or
  - g. A severe visual or audio impairment that limits the person's mobility.
- C. A nonrefundable application fee of \$25 and if the permit is granted an annual fee of \$50 is required.
- D. All Parking permits once approved will be issued by the Public Services Department.
  - 1. The number of spaces and location of spaces to be allowed for permanent handicapped parking shall be determined by the Public Services Director, or his/her designee.
  - 2. Where permanent reserved spaces for handicapped parking are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signage, and yellow or blue curb paint, at the discretion of the Public Services Director .
  - 3. The Public Services Department will forward the document to the Casper Police Department Community Service Officer Division for entry into the system upon approval.
- D. Denial of application:
  - 1. Should the application be denied, the applicant will be notified of the reason.

2. Should the application be approved, the Public Services Director, or his/her designee will issue the appropriate documentation to the applicant.
  3. The application fee is Non-Refundable.
- E. The annual fee for a permanent, reserved handicapped parking space is \$50. Renewals may be granted upon receipt of a licensed physician's written statement showing continuing need, as long as the space still complies with traffic and parking needs, as determined by the Public Services Director, or his/her designee.
- F. Violation of any conditions of this permit is cause for immediate revocation.

### RECREATIONAL VEHICLE PARKING PERMIT

These spaces are designated only in residential areas on public streets (not in the parkway), and are for use in long-term parking (more than five (5) days) of recreational vehicles between May 1<sup>st</sup> and November 1<sup>st</sup>, as defined in Chapter 10.36 of the Casper Municipal Code, by a property owner. The use of a recreational vehicle as a dwelling when parked on private property or on a public street shall be limited to five (5) days within a thirty day period.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in a location as approved by the Community Services Officer Division.

- A. An application for a seasonal recreational vehicle parking space must be made with the City Clerk.
1. A non-refundable application fee of \$25 is required.
  2. An annual fee of \$250 is required upon approval of application.
- B. The City Clerk will notify the Community Service Officer Division that an application has been made.
- C. The Community Service Officer may designate recreational vehicle parking spaces in an approved area if:
1. The space is located directly in front of the lot owned by the applicant;
  2. No parking pad or residential off-street parking is available
  3. Neighbors approval
  4. Must not create a traffic hazard
  5. May not be parked at an intersection

The Community Service Officer will obtain the signatures of the owners of the

lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle on the public street; and, The Community Service Officer determines that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.

- D. No permit shall be issued for the parking of such vehicles if the street is an arterial or collector street, or at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
- E. The annual fee for a seasonal recreational vehicle parking space from May 1<sup>st</sup> to November 1<sup>st</sup>, is \$250. Upon each and every request for renewal of a Recreational Vehicle Parking Permit, applicant shall provide a new application each year.
- F. Violation of any conditions of this permit is cause for immediate revocation.
- G. Approved application will be filed with the Casper Police Department Community Service Division.

## PARKWAY PARKING PERMIT

### **Parkway Parking Permit: (12<sup>th</sup> and 13<sup>th</sup> St from CY to McKinley)**

Parkway parking allows the parking of a vehicle, as defined by Chapter 10.36 of the Casper Municipal Code, on the non-sidewalk portion of a parkway in front of the lot, or, for a corner lot, on the street side of the lot owned by the applicant. A parkway is an area of land located between the back of the street curb and the property line, including landscaping located therein.

Parkway permits are not eligible for parkways on streets where at least two (2) twelve (12) feet travel lanes and two (2) eight (8) feet parking lanes can be maintained.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the permitted use. The permit ~~decals~~ placard must be displayed ~~in the lower corner driver's side window of the parked vehicle, on the side nearest the curb or roadside, so as to be~~ in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in any other manner approved by the Public Services ~~Community Development~~ Director.

- A. An application for a parkway parking permit must be made with the Public Services Department.

~~1. A one-time, non-refundable application fee of \$25 will be required.~~

~~2.1.~~ An Annual fee of ~~\$250~~ \$25.00 is required at time of application.

~~3.2.~~ Annual Renewal fee: the permit holder has the with an option to renew each subsequent year in the amount of ~~\$50~~ \$25.00 -per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as

purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

- B. Property owners remain responsible for utilities located in the parkway.
- C. Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- D. Hard surface requirement at property owner's expense. The specifications are as follows:
  - 1. Hard Surfacing consisting of either:
    - a. 3-inches asphaltic concrete over 5-inches Grading "W" base course; or
    - b. 5-inches Portland Cement Concrete Pavement (PCCP) over 4-inches Grading "W" base course; or
    - c. as approved by the City Engineer.
  - 2. ~~(Final inspection and approval is required by Public Services Department).~~
- ~~D.~~
- E. Only motorized vehicles authorized – no RVs, boats, or trailers.
- F. Vehicles cannot be parked closer than 15 ft. to a fire hydrant.
- G. Permits are limited to one per single family residence.
- H. No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- I. Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- J. No curb cuts will be permitted.
- K. These permits do not run with the land and are not transferrable.
- L. Violation of any conditions of this permit is cause for immediate revocation.

## LOADING ZONE PARKING PERMIT

- A. These spaces are designated specifically for use by individuals loading and/or unloading merchandise and materials.
- B. An application for a loading zone space must be made with the Public Services Department.
  - 1. A non-refundable application fee of \$25 is required.
- C. The application for Loading Zone permit will be made through the Public ~~Services~~Services Department.
  - 1. The number of spaces and location of spaces to be allowed for loading zone spaces shall be determined by the Public Services Director, or his/her designee.
  - 2. Where permanent reserved loading zones are allowed by the Public



Services Director, or his/her designee, the space will be marked and designated by appropriate signing, at the discretion of the Public Services Director, or his/her designee.

- D. The Public Services Director, or his/her designee, will approve or deny the application.
  - 1. Should the application be denied, the application fee will not be refunded to the applicant.
  - 2. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.
- E. The annual fee for a permanent, reserved loading zone space is \$300.
- F. Violation of any conditions of this permit is cause for immediate revocation.

### CRITICAL PARKING – SCHOOLS / NEIGHBORHOOD OVERFLOW PARKING PERMITS

These spaces are designated for use by individuals in residential districts who are severely impacted by high volumes of traffic created by the proximity to schools, or homes within the same block face or five hundred (500) feet, whichever is greater, whose owners and/or occupants have a total of four (4) or more vehicles and/or R.V.'s. A critical parking-schools parking/ neighborhood overflow parking permit allows the permit holder to park on the street in a critical parking area adjacent to the permit holders' residence.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for critical parking permits, maximum of three (3) vehicle permits, must be made with the Public Services Department.
- B. The Public Services Director, or his/her designee, may designate critical traffic and parking area(s) consisting of certain streets or parts thereof, if:
  - 1. The area is detrimentally impacted by the parking of school commuter R.V.'s and/or vehicles or a home within the same block face or within five hundred (500) feet, whichever is greater, or whose owners and/or occupants have a total of four (4) or more vehicles and/or R.V.'s/;
  - 2. The area does not have sufficient off-street vehicle parking for the use and convenience of the residents thereof in the vicinity of their homes;
  - 3. Vehicle noise, pollution or congestion will work unacceptable hardships on the residents of the area if present parking is to continue unregulated; and,
  - 4. The health, safety or welfare of residents of the area and the city as a whole and the attractiveness and livability of specific neighborhoods

will be promoted by a system of preferential parking.

- C. The number and location of spaces or zones to be allowed for critical parking shall be determined by the Public Services Director, or his/her designee. Where critical parking spaces or zones are allowed by the Public Services Director, or his/her designee, the space or zone will be marked and designated by appropriate signage, or signage and yellow curb, at the discretion of the Public Services Director, or his/her designee.
1. The Public Services Director, or his/her designee, will notify the Casper Police Department Community Service Division of the decision to approve or deny the application.
  2. ~~Should the application be denied, the application fee will not be refunded to the applicant.~~
  - 3.2. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.
- D. The annual fee for a critical parking space, the dimensions of which shall be established by the Public Service Department, but no greater than forty (40) linear feet, is \$25.
- E. Violation of any conditions of this permit will be cause for immediate revocation.
- F. The designation of a Critical Parking Space and notification of permit holders associated with such space, shall then be filed with the City of Casper Public Services Department, and the Casper Police Department.

## Bus Stop

The Public Services Director, or his/her designee, may establish bus stops on such public streets in such places and in such number as it shall determine to be of the greatest benefit and convenience to the public and every such bus stop shall be designated by appropriate signs.

Where such stops are established by the Public Services Director, or his/her designee, they will be marked and designated by appropriate signing, or signing and yellow curb, at the discretion of the Public Services Director, or his/her designee.

No one is allowed to utilize these stops unless they are a commercial carrier actually engaged in loading or unloading passengers, and the stopping does not interfere with any bus waiting to enter or about to enter such zone.

Parking is not allowed in a marked bus stop area.

## SNOW EMERGENCY REGULATIONS

The city's snow emergency policy is designed to clear streets quickly and effectively during a storm, and to help create open, passable streets during and after the storm, in an effort to reduce impassable streets and snowed-in parking lots, which result in inconvenienced residents, reduced commerce, and endangered public safety.

To ensure effective snow removal and avoid related problems, the City of Casper has adopted an aggressive policy toward making sure roadways are cleared in advance of a storm so snow plows can do their work. Residents and businesses are advised to read the following procedures carefully.

### Declaration of a Snow Emergency

- A. A snow emergency may be declared when four or more inches of snow are predicted.
- B. The emergency will be declared six hours before the storm is predicted to begin.
- C. The snow emergency will be cancelled once the storm subsides and the streets have been cleared, or if the amount of snow forecast is changed to an amount less than four inches. The procedure for communication of a cancellation will be the same as outlined below.

### Communication of a Snow Emergency

It is the vehicle owner's responsibility to seek out information regarding snow emergencies during the winter months. The City of Casper will do everything possible to make this information easily accessible.

- A. The Public Services Department will notify the local access television channel (Cable Channel 192), along with the local media.
- B. The Casper Police Department will immediately begin warning residents to remove their vehicles.
- C. Residents may call the snow line at (307) 235-8283 (during business hours) to find out when an emergency is in effect or go to the City of Casper website <https://casperwy.gov>
- D. Information concerning snow emergencies will be available on the City of Casper website at [casperwy.gov](https://casperwy.gov).

### Parking, Ticketing and Towing Rules during a Snow Emergency

- A. Residents will be required to move their vehicles from the designated snow route streets four hours after the snow emergency declaration takes effect. Towing before the snow hits the ground is necessary to ensure clear streets for the snow plows.
- B. It is strongly advised that residents move their vehicles from the designated snow route streets as soon as an emergency is declared in order to avoid any confusion about time lines.

- C. Ticketing and towing will begin after four hours from the time the snow emergency declaration takes effect. The fine for parking on a designated snow route street during a snow emergency shall be \$50.

**Parking, Ticketing and Towing Rules AFTER a Snow Emergency**

- A. Normal parking enforcement will resume after the snow emergency declaration has been cancelled.

**Streets Designated as Snow Emergency Streets**

**All streets in the Downtown Business District.**

East 3rd Street from Jackson Street to Conwell Street (Hospital Route)

East 5th Street from Center Street to Conwell Street (Downtown and Narrow "B" Level)

East 7th Street from Wolcott Street to Durbin Street (School

Route) East 8th Street from David Street to Center Street (School Route)

East 8th Street from Wind River Avenue to Walsh Drive (School

Route) East 9th Street from Ash Street to Beech Street ("A" Level)

East 12th Street from CY Avenue to McKinley Street ("A"

Level) East 13th Street from CY Avenue to McKinley Street ("A" Level)

West 14th Street from Cottonwood Street to Willow Street (School

Route) East 14th Street from CY Avenue to Elm Street (School Route)

East 15th Street from CY Avenue to Beverly Street (School Route)

West 15th Street from Cottonwood Street to Willow Street (School

Route) West 15th Street from Willow Street to Poplar Street (School Route)

East 25th Street from Shattuck Avenue to Sagewood Avenue

(School Route) West 29th Street from Knollwood Drive to Coffman

Avenue (School Route) West 38th Street from Wolf Creek Road to

Aspen Drive (School Route)

47th Street from Oak Street to Center Street (Heavy Drifting "B" Level)

47th Street from Vista Way to Mountain Way (Heavy Drifting "B" Level)

50th Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)

50th Street from Mountain Way to Casper Mountain Road (Heavy Drifting "B" Level)

53rd Street from Oak Street to Casper Mountain Road (Heavy Drifting "B"

Level) East "A" Street from North Elk Street to North Lowell Street

(School Route) Bentley Drive from Coliseum Way to East 2nd Street

(Narrow Collector "B" Level) Bellaire Drive from Laramie Avenue to CY Avenue (School Route)

Bruce Lane from Foster Road to North Glenn Road ("A" Level)

Buckboard Road from Herrington Drive to Robertson Road

(School Route) Carriage Lane from Wyoming Boulevard to East



12th Street (School Route) North Center Street from East "K" Street to East "L" Street (School Route)  
 South Center Street from 47th Street to 50th Street (Heavy Drifting "B" Level) Christi Lane from Walsh Drive to Wind River Avenue (School Route) Coffman Avenue from CY Avenue to Sage Avenue (School Route)  
 Coffman Avenue from West 25th Street to West 29th Street (School Route) Collins Drive from South Durbin Street to South Kimball Street ("A" Level) South Conwell Street from East 1st Street to East 3rd Street (Hospital Route) South Conwell Street from East 3rd Street to East 15th Street ("A" Level) Cottonwood Street from West 14th Street to West 15th Street (School Route) CY Avenue from Poplar Street to Ash Street ("A" Level)  
 Donegal from East 12th Street to Waterford (School Route) Eagle Drive from Wyoming Boulevard to Fox (Heavy Drifting "B" Level) South Elm Street from West 8th Street to West 15th Street (School Route) English Avenue from Foster Road to Poplar Street ("A" Level) Essex Avenue from Sage Avenue to Skyridge Road (School Route) Fairdale Avenue from East 15th Street to Farnum Street (School Route) Farnum Street from Beverly Street to Fairdale Avenue (School Route) Foster Road from Bruce Lane to English Avenue "A" Level)  
 Gary Avenue from North Huber Drive to North Sun Drive (School Route) North Glenarm Street from East "H" Street to East "K" Street (School Route) Glenn Road from Bruch Lane to English Avenue ("A" Level)  
 Goodstein Drive from Marks Way to Casper Mountain Road (Heavy Drifting "B" Level) Goodstein Drive from Casper Mountain Road to Vista Way (Heavy Drifting "B" Level) North Grant Street from East "K" Street to East "H" Street (School Route) East "H" Street from North Grant Street to North Glenarm Street (School Route) Hickory Street from Coffman Avenue to West 24th Street (School Route) North Huber Drive from Gary Avenue to East 2nd Street (School Route) South Jackson Street from East 2nd Street to East 3rd Street (Hospital Route) Jim Bridger Avenue from DeSmet Drive to Bellaire Drive (School Route) East "K" Street from North Center Street to Bryan Stock Trail ("A" Level) Knollwood Drive from West 25th Street to West 29th Street (School Route) Magnolia Drive from Paradise Drive to Primose (School Route)  
 South McKinley Street from East 1st Street to East 27th Street ("A" Level) North Elk Street from East "A" Street to East 1st Street (School Route) North Lowell Street from East "A" Street to East 1st Street (School Route)  
 Oak Street from Goodstein Drive to 47th Street (Heavy Drifting "B"

Level) Oakcrest from 15th Street to 17th Street (School Route)  
Paradise Drive from CY Avenue to Magnolia Drive ("A" Level)  
Paradise Drive from Riverbend Road to Magnolia Drive (Narrow Collector "B"  
Level) Payne Avenue from East 5th Street to East 12th Street (School Route)  
Poplar Street from CY Avenue to Wyoming Boulevard ("A"  
Level) Sage Avenue from CY Avenue to Essex Avenue (School  
Route)  
Sagewood Avenue from East 21st Street to East 25th Street (School  
Route) Shattuck Avenue from East 21st Street to East 25th Street  
(School Route) Skyridge Road from Essex Avenue to Coffman  
Avenue (School Route) North Sun Drive from Gary Avenue to East  
2nd Street (School Route)  
South Walsh Drive from East 2nd Street to East 12th Street (School Route)  
Waterford from Donegal to East 12th Street (School Route)  
Willow Street from West 13th Street to West 15th Street (School Route)

## APPENDICES

## PARKING PERMIT APPLICATION

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

**NOTE:** By signing this application, you are agreeing to the conditions for the parking permit for which you apply (see attached) and the current City of Casper Parking Manual and Resolution.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ (work) \_\_\_\_\_ (home) \_\_\_\_\_

### Type of Permit for Which Application is Being Made

- ☐ Handicapped – Initial Application Fee - \$25; Annual Fee - \$50  
(Must have valid disabled sticker, issued by the State of Wyoming)
- ☐ Loading Zone – Initial Application Fee - \$25; Annual Fee - \$300
- ☐ Seasonal Recreational Vehicle – Initial Application Fee - \$25; Annual Fee - \$250  
(petition required each year)
- ☒ ~~Parkway Parking Application Fee - \$25; Annual Fee - \$250~~
- ☐ Parkway Parking Annual ~~Renewal~~ Fee - ~~\$50 25.00~~; ~~Renewal Fee \$25.00~~ ;  
with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Parkway Parking permits are subject maintenance obligations and hard surface requirements as set forth in the City of Casper Parking Manual as updated from time to time. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- ☐ Critical Parking – Schools / Neighborhood Overflow Parking Permits–  
Application Fee - \$0; Annual Fee - \$25

**(PLEASE NOTE: If your application is denied, your application fee will not be refunded. Also, it is your responsibility to renew these permits annually. They are not automatically renewed, and you will not receive renewal reminders.)**

Petition for Recreational Vehicle Parking on the Street

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREBY PETITIONS for an annual permit to park a (an) \_\_\_\_\_

License # \_\_\_\_\_ on the street at the above location.

Seasonal Recreation Vehicle Parking

Chapter 10.36 of the Casper Municipal Code states that the owner of a recreational vehicle may apply for an annual permit to park a recreational vehicle on the public street in front of the lot owned by him or her. The Community Service Officer will obtain the signatures of the owners of the 2 lots immediately adjacent on the same side of the street (one on each side) and the 3 lots immediately across the street, agreeing to the parking of such vehicle. **Parking will not be permitted on an arterial or collector street, and in the thirty-foot sight distance triangle at the intersection of any street or alley.**

\*\*\*\*\*

I agree to the parking of a (an) \_\_\_\_\_ on the street

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Submitted by: \_\_\_\_\_ DATE: \_\_\_\_\_

Community Service Officer Signature \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: ☐

NOT APPROVED: ☐

## PARKING PERMIT CONDITIONS

### **Handicapped**

- For use only by handicapped individual.
- Must have proper identification according to the laws of the State of Wyoming
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Seasonal Recreational Vehicle**

- For use by property owner. Space must be located directly in front of the lot owned by the applicant; and, Community Service Officers will obtain the signatures of the owners of the lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, if it is determined by the Community Service Officer that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.
- Upon each and every request for renewal of said permit, applicant shall provide a new petition completed as described in the above paragraph.
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside, or in a location approved by the Community Service Officer. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Loading Zone**

- For use by owner or lessee of property, or to owner of the vehicle.
- Shall only be used for loading or unloading merchandise or materials or passengers.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Critical Parking-Schools**

- For use by property owner and guests.
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror



inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.

- Violation of any conditions for this permit will be cause for immediate revocation.

### **Parkway Parking**

- Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- No RV parking or Commercial Vehicle parking is permitted in the Parkway.
- No portion of the parkway shall be used to park or store any type of commercial vehicle, building, equipment, sign or other obstruction intended for commercial use or display.
- The Parkway parking space must be located directly in front of the lot owned by the applicant. The property owner may be allowed ~~a decal for each vehicle they own, but one placard, which can be moved between vehicles.~~ Only one vehicle is allowed to park on the parkway. Permits are limited to one per single family residence and for use by property owner vehicles only.
- Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- These permits do not run with the land and are not transferrable.
- Permit ~~placards~~ ~~decal~~ must be displayed ~~prominently on the lower corner of the windshield of the parked vehicle, on the side nearest the curb or roadside, so as to be~~ in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The ~~permit placard~~ shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside, or in a location approved by the Public Services Director.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing and oil changes are permitted, but repairs of such vehicle, exceeding one day, in said space, shall not be allowed, or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Renewals fees are set out in the attached Resolution. Renewals are permitted for the "purchasing property owner", so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- Property owners remain responsible for utilities located in the parkway.
- Hard surface requirement, as set forth in the City of Casper Parking Manual as updated, Parkway Parking Permit - Section D, -at property owner's expense (inspection required by Public Services Department).
- Vehicles cannot be parked closer than 15 ft. to a fire hydrant.

- No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- No curb cuts will be permitted.
- Violation of any conditions for this permit will be cause for immediate revocation.



## RESOLUTION NO. 22-121

A RESOLUTION RESCINDING AND REPLACING RESOLUTION 21-56 - A RESOLUTION ADOPTING THE CITY OF CASPER PARKING MANUAL AND ESTABLISHING APPLICATION FEES, PERMIT FEES AND FINE SCHEDULES PERTAINING TO PARKING.

WHEREAS, on May 18, 2021, the governing body of the City of Casper, Wyoming, passed, adopted and approved Ordinance No. 11-21 – An Ordinance Amending Various Sections of Chapter 10.36 – Parking, of the Casper Municipal Code; and,

WHEREAS, the general collection of the City's parking prohibitions, limitations, fees, fines and regulations and exceptions thereto are contained in the City of Casper's Parking Manual adopted by Resolution 21-56 which also established the application fees and fine schedules pertaining to parking. Resolution 21-56 and was passed in concurrence with Ordinance No. 11-21; and,

WHEREAS, City Council desires to modify the regulations and permit fees for parking on parkways within the City of Casper by rescinding and replacing Resolution No. 21-56.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Resolution No. 21-56 is rescinded and replaced by this Resolution as follows:

### APPLICATION FEES

Those individuals making application for any type of parking permit provided for in the current City of Casper's Parking Manual, hereafter Parking Manual, shall pay a non-refundable fee of \$25.00, with the exception of the critical parking – school permits, and parkway parking which will not require an application fee. Application fees shall be collected only for new applications.

### PERMIT FEES

Annual fees for all types of parking permits provided for in the Parking Manual, and shall be as follows:

The annual fee for critical parking -schools permits shall be: \$25.00

The fee for recreational vehicle seasonal parking permits from May 1 to November 1 shall be: \$250.00; this permit allows an owner to park the owner's/renter's RV in front of the owner's/renter's property from May 1 to November 1 of the calendar year for when the permit is purchased, as permitted in the Parking Manual.

The annual fee for Permanent Reserved Handicap Parking space shall be: \$50.00.

The annual fee for Loading Zone permits shall be: \$300.00

The annual fee for parkway parking shall be: ~~\$250.00~~ \$25.00., ~~with an~~ The permit holder has the option to renew each subsequent year in the amount of \$50.00 \$25.00 –per annual renewal. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property and maintains the parkway in accordance with the City of Casper Parking Manual as it may be updated from time to time. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years and are subject to inspection and design standards as set forth in the Casper Municipal Code and the City of Casper Parking Manual as updated.

#### PARKING VIOLATION FINES

Violation of parking regulations outlined in Chapter 10.36 of the Casper Municipal Code, and the Parking Manual, shall be as follows:

Parking in a handicapped parking space without proper identification	\$100.00
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Parking in a critical parking – school space without proper identification	\$50.00
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Parking on a designated snow route street during a snow emergency	\$50.00
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Parking on the street in the Downtown Business District between the hours of 3:00 a.m. and 6:00 a.m.

1 <sup>st</sup> violation in a calendar year	\$25.00
2 <sup>nd</sup> violation in a calendar year	\$50.00
3 <sup>rd</sup> or subsequent violation in a calendar year	\$75.00

Parking without current registration or license	\$110.00
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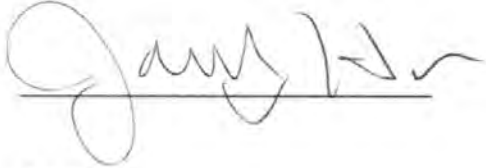
Misuse or violation of the terms of the various parking permits	\$100.00
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All other parking violations:

1 <sup>st</sup> violation in a calendar year	\$25.00
2 <sup>nd</sup> violation in a calendar year	\$50.00
3 <sup>rd</sup> or subsequent violation in a calendar year	\$75.00

PASSED, APPROVED AND ADOPTED this \_\_\_\_ DAY OF \_\_\_\_ 2022.

APPROVED AS TO FORM:

A handwritten signature in dark ink, appearing to read 'Fleur Tremel', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

June 29, 2022

MEMO TO J Carter Napier, City Manager *77 for JCN*

FROM. Zulima Lopez, Parks, Recreation, & Public Facilities Director

SUBJECT Contract Amendment to Extend the Management Agreement with Global Spectrum, LP d/b/a OVG360, Formerly Spectra Venue Management, for Management of the Ford Wyoming Center and Hogadon Basin Ski Area Food and Beverage Services

**Meeting Type & Date**

Regular Meeting  
July 5, 2022

**Action type**  
Resolution

**Recommendation**

That Council, by Resolution, approve a contract amendment to extend the Management Agreement with Global Spectrum, LP d/b/a OVG360, formerly Spectra Venue Management, for management of the Ford Wyoming Center and Hogadon Basin Ski Area food and beverage services.

**Summary**

Spectra Venue Management, recently renamed OVG360, has been under contract for the management of the Ford Wyoming Center, formally the Casper Event Center, since October 1, 2016. The existing agreement expires November 23, 2022. City of Casper staff recommends extending the agreement with OVG360 for an additional 10 years, effective in July 2022 to better align with the fiscal year. The notable changes from the existing agreement are summarized below:

- Term – 10 years
- FWC management fees - \$149,522 per year, with annual increase based on local CPI, capped at 4% annually; no increase for CPI of 0 or below
- FWC capital investment - \$350,000 on August 1, 2022 amortized on a straight-line basis over the maximum (ten year) term. If the agreement is terminated earlier, City to repay the unamortized portion of the investment.
- Hogadon management fees - \$15,000 per year for a net operating loss, \$20,000 per year for break even or net operating profit.
- Hogadon incentive fees - 25% of net profits for special events delivered by OVG360
- Hogadon early termination fees
  - \$15,000 if the contract is terminated during or before FY24
  - \$7,500 if the contract is terminated during FY25
  - \$3,750 if the contract is terminated during FY26
  - No fee if the contract is terminated during or after FY27

- Hogadon capital investment - \$50,000 on July 1, 2027 if City remains with OVG360 for an additional five years. If the agreement for Hogadon F & B Services is terminated before July 1, 2027, the City will not receive the investment dollars.

### **Financial Considerations**

The proposed terms for management of the Ford Wyoming Center are designed to ensure that the City of Casper's net operating loss at the facility does not exceed the established benchmark of \$994,919. In the event the net operating loss is higher than the benchmark, OVG360 will be obligated to rebate up to 50% of the management fee to reach the benchmark. Conversely, they will earn a 20% incentive on any improvement over the net operating loss benchmark. Also, OVG360 has committed to providing the City with \$350,000 on August 1, 2022. This contribution will be used for capital investments at the Ford Wyoming Center for projects mutually agreed upon between OVG360 and the City of Casper. The capital investment will be amortized on a straight-line basis over the term of the agreement. If the agreement is terminated prior to the end of the term, the City will be obligated to pay back the amortized remainder of the investment.

The proposed terms to provide food and beverage services at Hogadon Basin Ski Area aim to eliminate any operating loss for that venture. A \$15,000 a year reduction in the annual management fee is proposed, with an additional \$5,000 reduction in the management fee if the operation realizes a net loss. The amendment allows for the City to terminate our agreement for the food and beverage services at Hogadon at any time; however, early termination penalties will apply. On the other hand, if the City retains OVG360 for food and beverage service for an additional five years, OVG360 will contribute an additional \$50,000 for capital improvements of the City's choice by July 1, 2027.

The management expenses for these facilities are budgeted annually within the Ford Wyoming Center and Hogadon Funds, respectively.

### **Oversight/Project Responsibility**

Zulima Lopez, Parks, Recreation, & Public Facilities Director

### **Attachments**

Amendment

Resolution

**AMENDMENT NO. 2 TO THE MANAGEMENT AGREEMENT  
("AMENDMENT")**

This Amendment to the Management Agreement ("Amendment") is entered into on this \_\_\_\_\_ day of July, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City" or "Owner"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (f/k/a Spectra Venue Management), ("Manager"), 150 Rouse Boulevard, Philadelphia, Pennsylvania 19112.

Throughout this document, the Owner and the Manager may be collectively referred to as the "parties."

**RECITALS**

A. On October 1, 2016, the Owner and Manager entered into a Management Agreement ("Agreement") for the management and operation of the Ford Wyoming Center, formerly named the Casper Events Center, including the operation and provision of food and beverage services at the facility.

B. On November 21, 2017, the Owner and Manager amended the Management Agreement to extend the term and include operation of the food and beverage service at Hogadon Basin.

C. On November 1, 2021, the Owner and Manager amended the Amendment to the Management Agreement to expand the hours that the Manager is authorized to sell alcohol at the Hogadon Lodge.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Agreement 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. AMENDMENTS**

A. Article 3 Section 3.1 of the Management Agreement is deleted in its entirety and replaced with the following:

“Section 3.1 Fixed Management Fee. In consideration of Manager’s performance of its services hereunder, Owner shall pay Manager a Fixed Management Fee. Beginning on July 1, 2022, and continuing through the first (1<sup>st</sup>) Operating Year, the Fixed Management Fee shall be One Hundred Forty-Nine Thousand Five Hundred Twenty-Two Dollars (\$149,522) per year, paid in twelve equal monthly installments. Beginning in the second (2<sup>nd</sup>) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period, capped at four percent (4%) annually (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date and payable on the first (1<sup>st</sup>) day of each month thereafter. Manager shall be entitled to pay itself such amount from the Operating Account.”

- B. Article 4 Section 4.1, previously amended by Section 2. of the Amendment to the Management Agreement, which begins with “The Term of this Agreement is hereby extended to expire on November 23, 2022” is deleted in its entirety and replaced with the following:

“The term of this Agreement shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire at 11:59 p.m. on June 30, 2032 (“Term”). At the end of the Term, this Agreement shall renew automatically for additional one (1) year periods, unless and until either party terminates this Agreement effective at the end of any Operating Year by giving not less than one hundred twenty (120) days’ prior written notice to the other party. There is no limit to the automatic renewals.”

- C. Article 4 Section 4.2 (a) add, immediately following subpart (v), the sentence ending in “to the occurrence of an Event of Force Majeure.”, with the addition to read as follows:

“to the occurrence of an Event of Force Majeure, or (vi) by either party for the operation of the Hogadon Basin Food and Beverage Service at any time by providing sixty (60) days written notice to the other party of intent to terminate, in which case the provisions of Articles 19, 20 and 21 of the Agreement shall be void and of no further force or effect, but otherwise this Agreement shall remain in effect with respect to all other provisions and services.”

- D. Article 4 Section 4.2 (b) add before the first sentence, which begins with “In the event this Agreement is termination prior to the end of the Term,” an addition to read as follows:

“In the event that the Hogadon Food and Beverage Services described in Article 19 of this Agreement are terminated by the City prior to the end of the Term, as permitted in Article 4 Section 4.2 (a) (vi) of this Agreement, the Manager shall be paid an early termination fee in the fixed sum of Fifteen Thousand Dollars (\$15,000) if the termination occurs during or before fiscal year 2024; Seven Thousand Five Hundred Dollars (\$7,500) if the termination occurs during fiscal year 2025; and Three Thousand Seven Hundred Fifty Dollars (\$3,750) if the termination occurs during fiscal year 2026. This early termination fee is in addition to other fees and allowances as defined in Sections 4.2 (b) and 4.2 (c) of this Agreement.”

- E. Article 12 Section 12.1 of the Management Agreement is deleted in its entirety and replaced with the following:

“Section 12.1 Schedule of Capital Expenditures. Manager shall annually, no later than February 1 of each year, provide to the Owner a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing the Owner to consider such projects and to prepare and update the short-range and long-range Capital Expenditure budget.”

- F. A new Section 12.3 is added to Article 12 of the Agreement, as follows:

“Manager Contribution. Manager hereby agrees to make a contribution of Three Hundred Fifty Thousand Dollars (\$350,000) to the Owner by August 1, 2022, or on the Effective Date if after August 1, 2022 (the “Contribution”). The Contribution shall be paid to the Events Center operating account, and shall be used for mutually agreed upon improvements or expenses at the Facility. All equipment and improvements purchased with the Contribution shall be owned by the Owner upon installation thereof, but shall be subject to a lien and security interest in favor of the Manager until the Contribution is fully amortized. The Contribution shall be amortized on a straight-line basis over a ten (10) year period (at a rate of 1/120 per month), commencing on July 1, 2022. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager) of this Agreement, the City shall immediately pay to Manager the unamortized amount of the Contribution.”

- G. Article 19 Section 19.1 of the Amendment to the Management Agreement, which begins with “Commencing November 24, 2017, Manager shall have the sole and exclusive right” is deleted in its entirety and replaced with the following:



“Commencing on the Effective Date, Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, all food and beverage concession and special events and catering service at the Hogadon Basin (as more fully described below, the Hogadon Basin Food and Beverage Service”). Special event coordination and catering, as it applies to Article 19 of this Agreement, includes any event delivered by the Manager that is not considered a “base business” of the Hogadon Food and Beverage Service. Base business consists of food and beverage provision to ski area visitors during the ski season, holiday brunches and dinners, sunset dinners, and lodge rentals for weddings, dances, and receptions. Special events may include concerts, trade shows, fairs, exhibits, and other events not described as base business above. No other third party shall perform food or beverage service at the Hogadon Basin without Manager’s prior written consent (which it may withhold in its discretion). Manager may engage sub-contractors to sell food and beverages at the Hogadon Basin when approved in writing by the City. For the sake of clarity, Manager’s services at the Hogadon Basin shall be limited to operating and providing special event planning and food and beverage services, and shall not include management, operation, promotion, marketing, or maintenance of the ski slope areas or any other areas of the Hogadon Basin other than the duties and services specifically described herein as being part of the Hogadon Basin Food and Beverage Services.”

- H. Article 19 Section 19.3 (f) of the Amendment to the Management Agreement is deleted in its entirety and replaced with the following:

“Undertake appropriate advertising, marketing and promotion of the special events and food and beverage offerings at the Hogadon Basin;”

- I. Article 20 Section 20.1 (a) of the Amendment to the Management Agreement, beginning with “From November 24, 2017 to June 30, 2018” is deleted in its entirety and replaced with the following:

“Beginning July 1, 2022, the Hogadon Base Fee is Fifteen Thousand Dollars (\$15,000) per year for any year with a net operating loss, or Twenty Thousand Dollars (\$20,000) per year for any year in which the Hogadon Basin Food and Beverage Service operation breaks even or has a net operating profit. The Hogadon Base Fee shall be payable to Manager monthly, in advance, beginning on July 1, 2022 or on the Effective Date if later than July 1, 2022 and payable on the first (1<sup>st</sup>) day of each month thereafter (prorated as necessary for any partial months). Manager shall be paid the Hogadon Base Fee based on a \$15,000 fee for the year. If the fee is ultimately determined to be \$20,000 for the year, then the additional \$5,000 will be paid to the Manager after completion of the year-end audit, but in no event later than 120 days after the end of each Operating Year. Manager shall be entitled to pay itself such amount from the Operating Account.”

- J. Article 20 Section 20.1 (b) of the Amendment to the Management Agreement is deleted in its entirety and replaced with the following:

“In addition to the Hogadon Base Fee, Manager shall be paid 25% of Net Profits from special events at Hogadon Basin in any year in which the Hogadon Basin Food and Beverage Service operation breaks even or has a net operating profit. “Net Profit from special events” shall mean all Revenue from a special event, as defined in Article 19 Section 19.1 above, less all Operating Expenses from the special event. This computation shall take Revenue and Operating Expenses only from the Hogadon Basin special events into account, and shall be separate and distinct from the fees and calculations set forth in Article 3 of this Agreement, which calculations shall not take into account any Revenue or Operating Expenses from the Hogadon Basin Food and Beverage Services. For purposes of computing the annual Net Profits under this paragraph, the Base Fee shall be considered an Operating Expense. The incentive fee described in this paragraph shall be paid to Manager no later than 120 days of the end of each Operating Year.”

- K. Article 21 Section 21.6 of the Amendment to the Management Agreement is deleted in its entirety and replaced with the following:

“Manager Contribution. As an incentive for the City to retain the services of the Manager at Hogadon Basin Ski Area for the entirety of the term, Manager hereby agrees to make a contribution of Fifty Thousand Dollars (\$50,000) to the City of Casper (the “Contribution”) on July 1, 2027, which is acknowledged as the midpoint of the term of this Agreement, if the Agreement between Manager and the City regarding Hogadon Basin Food and Beverage Services has not been terminated prior to that date. The Contribution shall be paid to the Events Center operating account, and shall be used for mutually agreed upon improvements at Hogadon Basin or the Events Center Facility. All equipment and improvements purchased with the Contribution shall be owned by the City upon installation thereof, but shall be subject to a lien and security interest in favor of the Manager until the Contribution is fully amortized. The Contribution shall be amortized on a straight-line basis over the remainder of the term of this Agreement (at a rate of 1/60 per month), commencing on July 1, 2027. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager) of the Hogadon Basin Food and Beverage Services under this Agreement, the City shall immediately pay to Manager the unamortized amount of the Contribution.”

### 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 as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

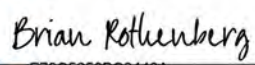
WITNESS

CONSULTANT  
Global Spectrum, LP  
d/b/a OVG360

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
By:   
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Printed Name: Brian Rothenberg

Title: EVP and General Counsel

RESOLUTION NO 22-122

A RESOLUTION AUTHORIZING AMENDMENT #2 TO THE  
MANAGEMENT AGREEMENT FOR THE MANAGEMENT  
AND OPERATION OF THE FORD WYOMING CENTER AND  
HOGADON BASIN FOOD & BEVERAGE SERVICES

WHEREAS, on October 1, 2016, the City of Casper and Global Spectrum L.P., dba OVG360, formerly known as Spectra Venue Management, hereafter referred to as "OVG360" entered into a five-year agreement for the management and operation of the Ford Wyoming Center, formally named the Casper Events Center; and,

WHEREAS, on November 21, 2017, the City of Casper and OVG360 amended the Management Agreement to include operation of the food and beverage services at Hogadon Basin Ski Area and extend the agreement term until November 23, 2022, and,

WHEREAS, OVG360 provides event venue management services as well as food and beverage management services and desires to continue providing these services at the Ford Wyoming Center and Hogadon Basin, and,

WHEREAS, the City of Casper desires to retain OVG360 for management services at both facilities, with an execution date that coincides with the City's fiscal year budget calendar; and,

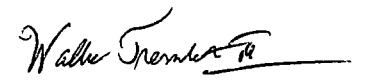
WHEREAS, the City of Casper and Global Spectrum L.P , dba OVG360 have agreed to the terms and conditions of Amendment #2 of the Management Agreement.

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 above described Amendment #2 to the Management Agreement for the management and operation of the Ford Wyoming Center and Hogadon Basin food and beverage services.

BE IT FURTHER RESOLVED That the Mayor and/or his designee is hereby authorized to execute all documents pertaining to the above described grant award agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of July, 2022.

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

June 27, 2022

MEMO TO: J. Carter Napier, City Manager *77 for JCN*  
FROM: Keith McPheeters, Chief of Police Chief *Map 307*  
SUBJECT: Memorandum of Understanding between the City of Mills and the City of Casper for Metro Animal Shelter Services

**Meeting Type & Date**

Council Meeting  
July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the Memorandum of Understanding between the City of Mills and the City of Casper for Metro Animal Shelter Services.

**Summary**

In an effort to enhance local partnerships and animal safety, the City of Casper and the City of Mills have agreed to cooperatively facilitate the following:

- The City of Casper is willing to provide certain animal control services in the form of the utilization of its animal holding facility, and the City of Mills desires to acquire the from the City of Casper.
- The term of this MOU is from July 6, 2022 until September 5, 2022.

In exchange for these services, the City of Mills agrees to reimburse the City of Casper in the amount of \$5,335.54 for the services discussed above.

The number of animals that may be turned over to Metro by the City of Mills in each month will be capped at twelve (12) dogs and (5) cats.

This agreement provides the City of Mills with the services needed to care for animals in their community as they are no longer able to procure services from their usual resource in which to house and care for animals. This agreement will serve as a stop gap until a more formal contractual user agency agreement can be put in place. This mutual agreement provides for a significantly enhanced local partnership while also providing increased animal safety and welfare.

**Financial Considerations**

If authorized to enter into the proposed MOU, the City may incur expenses, which would approximate to \$400 per month, but will not exceed \$400 per month for veterinary and medical costs.

**Oversight/Project Responsibility**

Jeremy Tremel, Special Operations Lieutenant  
Casper Police Department Command Staff

**Attachments**

Memorandum of Understanding between the City of Casper and the City of Mills  
Resolution

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING METRO ANIMAL SHELTER SERVICES**  
**BETWEEN**  
**THE CITY OF MILLS, WYOMING**  
**AND**  
**THE CITY OF CASPER, WYOMING AND THE CASPER POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is made and entered this \_\_\_\_\_ day of July 2022, with and effective date of July 1, 2022, by and between the City of Mills, Wyoming, a Municipal Corporation, (“Mills”), the City of Casper, a Municipal Corporation, (the “City”), Casper Police Department (“CPD”), and Metro Animal Shelter (“Metro”), an entity of the Casper Police Department.

**RECITALS**

WHEREAS, Mills, in keeping with its ordinances and resolutions, has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions, and

WHEREAS, the City of Casper, and the Casper Police Department, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions likewise has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation ordinances and resolutions; and

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession and control, and

WHEREAS, Mills does not have an animal holding facility for the housing of animals that come into its possession and control, and

WHEREAS, Mills and the City of Casper desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control, and

WHEREAS, Mills and the City of Casper agree to exchange information and maintain communications in order to provide service to their citizens, and

WHEREAS, Mills and the City of Casper desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control, and

WHEREAS, the City of Casper, for and in exchange for the consideration and covenants set forth in this MOU is willing to provide Mills certain animal control services in the form of the utilization of its animal holding facility, and Mills desires to acquire the same from the City of Casper



NOW THEREFORE, in exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows.

### **TERMS, CONDITIONS, AND COVENANTS**

- 1 Services Provided. The services provided shall include boarding, medical care (subject to Section 5), provision of food, obedience evaluations, safe and sanitary living conditions, outdoor facilities, overall care, monitoring of the animals' wellbeing, and, after the applicable waiting period or court order adoption services, for all animals that are confiscated by Mills's Animal Control Office and/or Police Department.
2. Monthly Fees.
  - a) Mills will pay the City \$5,335.54 for the services discussed in Section 1 for the term described in Section 10 below. Absent exigent circumstances, or a court order, animals arriving at the shelter shall be housed for nine (9) consecutive days.
  - b) The number of animals that may be turned over to Metro by Mills in each month of this MOU is capped at twelve (12) dogs and (5) cats. Additional animals may be turned over to Metro by mutual agreement at a cost of \$360 per animal per month with Mills paying all veterinary and medical bills.
- 3 Timing for Reclaiming Animal. Any owner may reclaim their animal or animals any time prior to expiration of the nine (9) day waiting period.
- 4 Collection of Fees. In the event that the animal's owner arrives to reclaim the animal, the fees shall be collected directly from the owner. The fees shall only amount to the number of days the animal was actually in the care of the Casper Animal Shelter (Metro). These fees shall solely be the responsibility of the party reclaiming the animal(s). Any fees that are unpaid by the Owner through no fault of the City (such as an Owner's bounced check, or later dispute of a credit card transaction) shall be paid by Mills to the City within thirty (30) days of invoicing, and the City agrees to subrogate its fee claim against the Owner to Mills.
- 5 Medical Treatment.
  - a) In the event an animal is in need of medical treatment during the nine (9) day waiting period, referenced in Section 2, the Casper Animal Shelter shall, except in the case of a life-or-death emergency of an animal ("emergency"), discuss this with the Animal Control Officer for Mills, and prior to providing any medical treatment, shall receive written authorization from the Chief of Police of the Mills Police Department. In the case of an emergency, the Casper Animal Shelter shall use its reasonable discretion in deciding whether to provide medical treatment.
  - b) The cost/expense of all veterinary services and other medical treatment provided for animals during the nine (9) day waiting period in excess of \$400 shall be the responsibility of Mills. Mills is responsible for all other veterinary and medical costs in excess of \$400 during each month. For clarity, it is a cap of \$400 per month.

for all medical care for all animals, not \$400 per month for each animal brought to Metro by Mills.

- c) Mills shall coordinate with a veterinary service of its choosing prior to entering into this MOU
6. Surrender of Animal. In the event an animal is not reclaimed during the nine (9) day waiting period, the animal shall be surrendered to the Casper Animal Shelter, and any decisions relating to the disposition of the animal will lie solely with shelter staff.
- a) The nine (9) day waiting period shall not apply to animals housed at the Casper Animal Shelter which are the subject of a pending animal citation issued through Mills' Municipal Court.
7. Court Orders. In the event an animal is ordered by the Municipal Court Judge or Attorneys of Mills Municipal Court to be held at the Casper Animal Shelter pending the outcome of a citation, or trial, Mills shall be responsible for the housing fees associated with said animal.
- a) The City shall send an itemized invoice to Mills, and Mills shall pay the City these fees directly within thirty (30) days of receipt of the invoice.
8. Shelter Access.
- a) During the business hours when Metro is closed to the public, Monday through Friday from 08:00 to 12:00, and Saturday from 08:00 to 13:00, and holidays, animals can be brought to Metro after making arrangements with Metro staff by calling 307-920-2917, or such other number as may be provided by the City to Mills from time to time.
  - b) During business hours when Metro is open to the public, Monday through Friday from 12:00 to 17:00, animals can be brought to Metro by coming to the main entrance and contacting Metro kennel staff.
  - c) Shelter access and/or drop-off for animals is not available at any other time than as set forth in this section.
9. Liability, Insurance. Mills shall keep its liability insurance in place with the Wyoming Local Government Liability Pool or such other local government liability pool as is authorized by Wyoming Statutes. Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
10. Term/Duration. The term of this MOU is from July 6, 2022, until midnight on September 5, 2022.
11. Miscellaneous Provisions.
- a) *Governmental Immunity* Mills and the City do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes

Section 1-39-101 *et. seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- b) *Amendment.* Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon in writing by both parties to the MOU shall be incorporated by written instrument, executed and signed by authorized representatives of both parties.
- c) *Authority.* Individuals signing this MOU on behalf of the Parties agree and represent that they have the legal authority to bind themselves, as representatives of the party to terms of this MOU.
- d) *Assignment.* Neither of the Parties shall assign this MOU or any terms, conditions, rights or obligations herein without the prior written consent of the other.
- e) *Severability.* The Parties agree that if any part, term, or provision of this MOU is held illegal or in conflict with any law of any governmental entity having jurisdiction over the Parties, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, either party.
- f) *Governing Law and Jurisdiction.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this MOU and over the Parties, any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County Wyoming.
- g) *Relationship of the Parties.* The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties in determining and performing their obligations under this MOU. The Parties agree that the MOU may be executed at dates and times convenient to the Parties, and that the MOU shall be effective upon the date of the last endorsement necessary to secure a binding MOU, or the "Effective Date," whichever is later.
- h) *Execution.* This MOU may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes, unless original signatures are otherwise required by law.

- i) *Entire Agreement.* This MOU along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this MOU acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

***THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FOREGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.***

**\*The remainder of this page is intentionally left blank\***

***Signature Page for the City of Mills***

APPROVED AS TO FORM  
(Attorney for the City of Mills)

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**CITY OF MILLS, WYOMING**

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Seth Coleman  
Mayor

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Christine Trumbull  
City Clerk

***Signature Page for the City of Casper***

APPROVED AS TO FORM  
(Attorney for the City of Casper)

  
\_\_\_\_\_

**CITY OF CASPER, WYOMING**

**ATTEST:**

\_\_\_\_\_  
Ray Pacheco  
Mayor

\_\_\_\_\_  
Fleur Tremel  
City Clerk

RESOLUTION NO 22-123

A RESOLUTION AUTHORIZING A MEMORANDUM  
OF UNDERSTANDING CONCERNING METRO  
ANIMAL SHELTER SERVICES BETWEEN THE CITY  
OF MILLS, WYOMING, AND THE CITY OF CASPER,  
WYOMING

WHEREAS, the City of Casper, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions have certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions, and,

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession, and,

WHEREAS, the City of Mills does not have an animal holding facility for the housing of animals that come into its possession and control, and,

WHEREAS, the City of Casper and the City of Mills desire to coordinate, centralize, and work together for the benefit of the citizens of each community for animal sheltering; and,

WHEREAS, the parties desire to enter into a Memorandum of Understanding.

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 Concerning Animal Shelter Services between the City of Mills, Wyoming, and the City of Casper, Wyoming, in the amount of Five Thousand Three Hundred Thirty-Five Dollars and Fifty-Four Cents (\$5,335.54)

✓ PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D Tremel  
City Clerk

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Ray Pacheco  
Mayor



June 27, 2022

MEMO TO: J. Carter Napier, City Manager *77 for JCN*  
FROM: Keith McPheeters, Chief of Police Chief *KMP 307*  
SUBJECT: Memorandum of Understanding between the Town of Evansville and the City of Casper for Metro Animal Shelter Services

**Meeting Type & Date**

Council Meeting  
July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the Memorandum of Understanding between the Town of Evansville and the City of Casper for Metro Animal Shelter Services.

**Summary**

In an effort to enhance local partnerships and animal safety, the City of Casper and the Town of Evansville have agreed to cooperatively facilitate the following:

- The City of Casper is willing to provide certain animal control services in the form of the utilization of its animal holding facility, and the Town of Evansville desires to acquire the from the City of Casper.
- The term of this MOU is from July 6, 2022 until September 5, 2022.

In exchange for these services, the Town of Evansville agrees to reimburse the City of Casper in the amount of \$5,335.54 for the services discussed above.

The number of animals that may be turned over to Metro by the Town of Evansville in each month will be capped at twelve (12) dogs and (5) cats.

This agreement provides the Town of Evansville with the services needed to care for animals in their community as they are no longer able to procure services from their usual resource in which to house and care for animals. This agreement will serve as a stop gap until a more formal contractual user agency agreement can be put in place. This mutual agreement provides for a significantly enhanced local partnership while also providing increased animal safety and welfare.

**Financial Considerations**

If authorized to enter into the proposed MOU, the City may incur expenses, which would approximate to \$400 per month, but will not exceed \$400 per month for veterinary and medical costs.

**Oversight/Project Responsibility**

Jeremy Tremel, Special Operations Lieutenant  
Casper Police Department Command Staff

**Attachments**

Memorandum of Understanding between the City of Casper and the Town of Evansville  
Resolution

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING METRO ANIMAL SHELTER SERVICES**  
**BETWEEN**  
**THE TOWN OF EVANSVILLE, WYOMING**  
**AND**  
**THE CITY OF CASPER, WYOMING AND THE CASPER POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is made and entered this \_\_\_\_ day of July 2022, with and effective date of July 1, 2022, by and between the Town of Evansville, Wyoming, a Municipal Corporation, (the “**Town**”), the City of Casper, a Municipal Corporation, (the “**City**”), Casper Police Department (“**CPD**”), and Metro Animal Shelter (“**Metro**”), an entity of the Casper Police Department.

**RECITALS**

WHEREAS, the Town, in keeping with its ordinances and resolutions, has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions, and

WHEREAS, the City of Casper, and the Casper Police Department, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions likewise has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation ordinances and resolutions, and

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession and control, and

WHEREAS, the Town does not have an animal holding facility for the housing of animals that come into its possession and control, and

WHEREAS, the Town and the City of Casper desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control, and

WHEREAS, the Town and the City of Casper agree to exchange information and maintain communications in order to provide service to their citizens, and

WHEREAS, the Town and the City of Casper desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control, and

WHEREAS, the City of Casper, for and in exchange for the consideration and covenants set forth in this MOU is willing to provide the Town certain animal control services in the form of

the utilization of its animal holding facility, and the Town desires to acquire the same from the City of Casper

NOW THEREFORE, in exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows.

### **TERMS, CONDITIONS, AND COVENANTS**

- 1 Services Provided. The services provided shall include boarding, medical care (subject to Section 5), provision of food, obedience evaluations, safe and sanitary living conditions, outdoor facilities, overall care, monitoring of the animals' wellbeing, and, after the applicable waiting period or court order adoption services, for all animals that are confiscated by the Town's Animal Control Office and/or Police Department.
2. Monthly Fees.
  - a) The Town will pay the City \$5,335.54 for the services discussed in Section 1 for the term described in Section 10 below. Absent exigent circumstances, or a court order, animals arriving at the shelter shall be housed for nine (9) consecutive days.
  - b) The number of animals that may be turned over to Metro by the Town in each month of this MOU is capped at twelve (12) dogs and (5) cats. Additional animals may be turned over to Metro by mutual agreement at a cost of \$360 per animal per month with the Town paying all veterinary and medical bills.
- 3 Timing for Reclaiming Animal. Any owner may reclaim their animal or animals any time prior to expiration of the nine (9) day waiting period.
- 4 Collection of Fees. In the event that the animal's owner arrives to reclaim the animal, the fees shall be collected directly from the owner. The fees shall only amount to the number of days the animal was actually in the care of the Casper Animal Shelter (Metro). These fees shall solely be the responsibility of the party reclaiming the animal(s). Any fees that are unpaid by the Owner through no fault of the City (such as an Owner's bounced check, or later dispute of a credit card transaction) shall be paid by the Town to the City within thirty (30) days of invoicing, and the City agrees to subrogate its fee claim against the Owner to the Town.
- 5 Medical Treatment.
  - a) In the event an animal is in need of medical treatment during the nine (9) day waiting period, referenced in Section 2, the Casper Animal Shelter shall, except in the case of a life-or-death emergency of an animal ("emergency"), discuss this with the Animal Control Officer for the Town, and prior to providing any medical treatment, shall receive written authorization from the Chief of Police of the Evansville Police Department. In the case of an emergency, the Casper Animal

Shelter shall use its reasonable discretion in deciding whether to provide medical treatment.

- b) The cost/expense of all veterinary services and other medical treatment provided for animals during the nine (9) day waiting period in excess of \$400 shall be the responsibility of the Town. The Town is responsible for all other veterinary and medical costs in excess of \$400 during each month. For clarity, it is a cap of \$400 per month for all medical care for all animals, not \$400 per month for each animal brought to Metro by the Town.
  - c) The Town shall coordinate with a veterinary service of its choosing prior to entering into this MOU
- 6 Surrender of Animal. In the event an animal is not reclaimed during the nine (9) day waiting period, the animal shall be surrendered to the Casper Animal Shelter, and any decisions relating to the disposition of the animal will lie solely with shelter staff.
- a) The nine (9) day waiting period shall not apply to animals housed at the Casper Animal Shelter which are the subject of a pending animal citation issued through the Town of Evansville Municipal Court.
- 7 Court Orders. In the event an animal is ordered by the Municipal Court Judge or Town Attorneys of the Town of Evansville to be held at the Casper Animal Shelter pending the outcome of a citation, or trial, the Town shall be responsible for the housing fees associated with said animal.
- a) The City shall send an itemized invoice to the Town, and the Town shall pay the City these fees directly within thirty (30) days of receipt of the invoice.
- 8 Shelter Access.
- a) During the business hours when Metro is closed to the public, Monday through Friday from 08 00 to 12 00, and Saturday from 08 00 to 13 00, and holidays, animals can be brought to Metro after making arrangements with Metro staff by calling 307-920-2917, or such other number as may be provided by the City to the Town from time to time.
  - b) During business hours when Metro is open to the public, Monday through Friday from 12 00 to 17 00, animals can be brought to Metro by coming to the main entrance and contacting Metro kennel staff.
  - c) Shelter access and/or drop-off for animals is not available at any other time than as set forth in this section.
- 9 Liability, Insurance. The Town shall keep its liability insurance in place with the Wyoming Local Government Liability Pool or such other local government liability pool as is authorized by Wyoming Statutes. Each party to this MOU shall assume the risk of any

liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other

10 Term/Duration. The term of this MOU is from July 6, 2022, until midnight on September 5, 2022.

11 Miscellaneous Provisions.

- a) *Governmental Immunity* The Town and the City do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et. seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- b) *Amendment.* Either party may request changes to this MOU Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon in writing by both parties to the MOU shall be incorporated by written instrument, executed and signed by authorized representatives of both parties.
- c) *Authority* Individuals signing this MOU on behalf of the Parties agree and represent that they have the legal authority to bind themselves, as representatives of the party to terms of this MOU
- d) *Assignment* Neither of the Parties shall assign this MOU or any terms, conditions, rights or obligations herein without the prior written consent of the other
- e) *Severability* The Parties agree that if any part, term, or provision of this MOU is held illegal or in conflict with any law of any governmental entity having jurisdiction over the Parties, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, either party
- f) *Governing Law and Jurisdiction.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming law The Parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this MOU and over the Parties, any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County Wyoming.
- g) *Relationship of the Parties* The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties in determining and performing their obligations under this

MOU The Parties agree that the MOU may be executed at dates and times convenient to the Parties, and that the MOU shall be effective upon the date of the last endorsement necessary to secure a binding MOU, or the "Effective Date," whichever is later

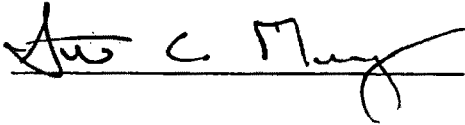
- h) *Execution.* This MOU may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes, unless original signatures are otherwise required by law
- i) *Entire Agreement.* This MOU along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this MOU acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

***THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FOREGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.***


**\*The remainder of this page is intentionally left blank\***

***Signature Page for the Town of Evansville***

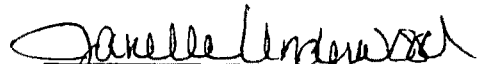
APPROVED AS TO FORM  
(Attorney for the Town of Evansville)

A handwritten signature in black ink, appearing to read "Jus C. Mung", written over a horizontal line.

**TOWN OF EVANSVILLE, WYOMING**

A handwritten signature in black ink, appearing to read "Chad Edwards", written over a horizontal line.

Chad Edwards  
Mayor

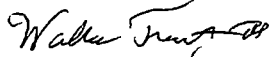
A handwritten signature in black ink, appearing to read "Janelle Underwood", written over a horizontal line.

Janelle Underwood  
Town Clerk



*Signature Page for the City of Casper*

APPROVED AS TO FORM  
(Attorney for the City of Casper)



**CITY OF CASPER, WYOMING**

**ATTEST:**

\_\_\_\_\_  
Ray Pacheco  
Mayor

\_\_\_\_\_  
Fleur Tremel  
City Clerk

RESOLUTION NO 22-124

A RESOLUTION AUTHORIZING A MEMORANDUM  
OF UNDERSTANDING CONCERNING METRO  
ANIMAL SHELTER SERVICES BETWEEN THE TOWN  
OF EVANSVILLE, WYOMING, AND THE CITY OF  
CASPER, WYOMING

WHEREAS, the City of Casper, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions have certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions, and,

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession, and,

WHEREAS, the Town of Evansville does not have an animal holding facility for the housing of animals that come into its possession and control, and,

WHEREAS, the City of Casper and the Town of Evansville desire to coordinate, centralize, and work together for the benefit of the citizens of each community for animal sheltering; and,

WHEREAS, the parties desire to enter into a Memorandum of Understanding.

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 Concerning Animal Shelter Services between the Town of Evansville, Wyoming, and the City of Casper, Wyoming, in the amount of Five Thousand Three Hundred Thirty-Five Dollars and Fifty-Four Cents (\$5,335.54)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D Tremel  
City Clerk

---

Ray Pacheco  
Mayor

June 29, 2022

MEMO TO J Carter Napier, City Manager *for JCN*  
FROM. Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., City Engineer  
SUBJECT Authorizing a Contract for Inside-City Water Service with Riverside Mobile Home Court, LLC

Meeting Type & Date  
Regular Council Meeting  
July 5, 2022

Action Type  
Resolution

Recommendation.  
That Council, by resolution, authorize a Contract for Inside-City Water Service with Riverside Mobile Home Court, LLC

Summary  
Riverside Mobile Home Court, LLC, (RMHC) is located at the northwest corner of North Casper adjacent to the North Platte River. RMHC has received sewer service from the City of Casper since the 1950's with a private water system, and in 2007, portions of its mobile home court were approved to receive water service from the City of Casper water distribution system through a previous Contract for Inside-City Water Service.

RMHC plans to expand their private water system. This expansion has been approved by the Wyoming Department of Environmental Quality. The new contract for Inside-City Water Service will include requirements from the previous contract and compliance with City of Casper requirements, Casper Municipal Code, and codes pertaining to manufactured homes.

RMHC will have total responsibility for ownership, operation, and maintenance of its water distribution system downstream from its two connections to the City of Casper water system.

Attachments  
Resolution  
One (1) copy of the Contract for Inside-City Water Service

## CONTRACT FOR INSIDE-CITY WATER SERVICE

This Restated Contract for Inside-City Water Service (hereinafter the “Agreement”) is made and entered into the \_\_\_\_\_ day of July, 2022, by and between the City of Casper, a Municipal Corporation (hereinafter the “City”), whose address is 200 North David Street; Casper, Wyoming 82601, and Riverside Mobile Home Court, LLC, a Wyoming Limited Liability Company (hereinafter “Owner”), whose address is 1250 North Center Street, Casper, Wyoming 82601

### RECITALS

Whereas, the parties have previously entered into a Contract for Inside-City Water Service (hereinafter the “Water Contract”) (see **Exhibit A**) pertaining to Owner’s Phase I lands (as defined in the Water Contract, which definition is incorporated herein),

Whereas, Owner has constructed and otherwise complied with the terms and conditions regarding the Phase I requirements of the Water Contract;

Whereas, the parties desire to add a Phase II, to be deemed herein as the “Project” and to update, amend and/or replace the Water Contract with this Agreement,

Whereas, Owner is the owner of certain lands, comprising Phase I (as defined in the Water Contract) and Phase II of the Project, and identified on **Exhibit B**, attached hereto and incorporated herein by reference;

Whereas, some of the Phase II improvements and reconstruction involve connection to City water facilities via a consecutive system, owned and operated by Owner;

Whereas, Owner is currently receiving water service through its private water system, which is not connected to the City water system,

Whereas, Owner is currently receiving sewer service from the City;

Whereas, Owner desires to expand its water service and continue receiving sewer service from the City for certain sections of its Project;

Whereas, current projected gpm for fire flows in Phase II should result in an increase in gpm fire flows to at least 1,435 gpm , and eventually to at least 1,500 gpm.

Whereas, it is the mutual desire of the parties hereto to provide for increased City water service as hereinafter stated.

Therefore, in and for the exchange of good and sufficient consideration, the receipt and sufficiency of which is expressly acknowledged by the parties, it is hereby agreed that:

1      Property Served. The property to be served under the provisions of this Agreement shall be defined as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

2.      System Construction.

A. Owner shall extend, to the extent necessary, water mains, water service lines, fire hydrants, and other appurtenances to serve its land at the sole cost and expense of Owner. All work shall meet the current mobile home park public water supply design standards of the Wyoming Department of Environmental Quality, the Wyoming Department of Health, and the City of Casper. Owner shall extend necessary service lines to connect mains to serve 122 spaces at the sole cost and expense of Owner, which are comprised of the 20 spaces under the Phase I Water Contract and approximately 102 new spaces under Phase II. Provided, however, that the City shall provide a new, 6 inch, meter for the existing Phase I connection. In the event there are meter charges or system investment charges associated with this upgrade, Owner shall receive credit for payments made on its existing Phase I system.

B. Owner shall install a second connection (to be a meter station, meter and backflow prevention equipment) to the City's water distribution system, located between Wolcott and Durbin Streets on the north side of M Street, within the City right-of-way and so as to not impede existing and normal right-of-way use, (pursuant to reviewed and approved plans), within seven (7) years of the effective date of this Agreement, at its sole cost and expense. Unless otherwise provided for herein, all installation and construction of the Project shall be performed to then existing City ordinances or code, and fire-flow test rates shall meet the minimum gpm rates established by ordinances or code.

C. Owner may immediately commence the construction of the approved plans (attached hereto as **Exhibit C**, and incorporated herein by reference) upon the Project without the second connection, which shall be installed as detailed above. Upon execution of this Agreement, City shall immediately provide a letter to the Wyoming Department of Environmental Quality acknowledging the additional connections to its system, that it has capacity to provide the desired water and it can safely provide the desired water. In the event Owner's new installations and usage do not produce a fire-flow test rate of at least 1,435 gpm, as tested by Owner's representatives and verified by the City, the requirement for the second water connection shall be completed within two (2) years of the effective date of this Agreement.

### 3 Ownership, Operation and Maintenance.

A. Owner shall own, operate, and maintain the internal water distribution system within the Phase I and Phase II boundaries of the Project, including fire hydrants, at its sole cost and expense.

B Existing Phase I and the new Project shall be served solely by City water. No interconnection shall be made with the private water system during any of the Project construction. Owner may elect at its sole option to disconnect and decommission the City water service at its expense, upon 15 days' notice to the City. If Owner elects to disconnect and decommission the City water service, Owner shall take necessary and reasonable measures to protect the City water quality as directed by the City.

C. The City's responsibility for the ownership, operation, or maintenance of the Project water distribution system shall end and terminate at the six (6) inch mainline valve located on David Street for Phase I of the Project, and, once installed, at the second mainline valve located on M Street for Phase II of the Project. The City shall have no responsibility for ownership, operation or maintenance of the Project water distribution system downstream from said valve, for which the Owner shall be solely responsible for at its own cost and expense. In the event additional City water system connections are needed for additional phases in the future, the City shall have no responsibility for the ownership, operations, or maintenance of the Project water distribution system downstream from any shut-off valve located adjacent to the City water main, and the responsibility for the ownership, operation and maintenance of any such water distribution system downstream from any such shut-off valve shall be the sole responsibility of the Owner, free of any claim against the City.

### 4 Metering Station & Backflow Prevention.

A. The Owner, at its sole cost and expense, has installed a metering station, which includes a water meter and a backflow prevention system. The parties acknowledge the existing metering station, its backflow prevention system and its related appurtenances shall and do meet all City requirements. The City shall continue to own, operate and maintain the water meter. The Owner shall continue to own, operate and maintain the backflow prevention system, the metering station and its appurtenances at Owner's sole cost and expense with the exception of the water meter noted above.

B. Owner shall construct the Phase II meter station so it is within City right-of-way.

C. Additional metering stations may be necessary in the future to serve additional phases of the Project, said metering stations shall be installed and owned as otherwise set forth herein for the initial metering station and backflow prevention system.

D Prior to installation of the six-inch meter at the Phase II connection, water system investment charges, to include meter charge, shall be paid to the City for the water connection. Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the applicable Regional Water System investment charge. Additional water system investment charges may be invoked in the sole discretion of the City in future phases for additional connections (metering stations) to serve additional sections of Owner's mobile home court. Owner shall be entitled to credit for any charges paid to the City under Phase I. No sewer system investment charges will be invoked or charged by the City unless the total number of existing individual connections within the Project exceeds 297

5 Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water service; and all other state and federal laws, rules, and regulations, including, but not limited to, all the provisions of the federal pretreatment regulations (40 CFR, part 403) and all City ordinances relating to industrial pretreatment.

6 Owner agrees to abide by Chapter 17 100 (Manufactured Homes (Mobile)) of the Casper Municipal Code and all other relevant ordinances during and after the reconstruction of all phases of the Project.

7 Owner agrees to recommend to occupants in the Project whose lots are served by City water that mobile homes should have or install water saving devices, including pressure reducing valves limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3.5 gallons, aerators (which provide for a maximum flow of 1 0 gpm) on all bathroom sinks, and water saving shower heads to limit flows to a maximum of 3 0 gpm. Owner shall have no obligation to require, inspect or ensure that any water saving devices are located in the mobile homes and Owner shall not bear the expense of installation of any water saving devices located in the mobile homes.

8. The charge for water and sewer service provided shall be at the City's existing rate as the same shall apply from time to time for all retail inside-City water and sewer service.

9 Phase I and Phase II of the Project shall be considered a consecutive water system as defined by the U.S. Environmental Protection Agency Additional phases shall be



defined as a consecutive water system upon final completion of construction to connect to City water

10 Owner shall be allowed eighteen (18) months from the execution of this Agreement to either install one additional fire hydrant, per the request of the City of Casper Fire Department, or reconfigure its proposed fire hydrants to the satisfaction of the City of Casper Fire Department. Should any installation (being the second connection to the City mainline or the fire hydrant discussed above) not be completed within the time period provided, this Agreement may be terminated by the City, after providing no less than forty-five (45) days notice to cure to Owner, unless said installation is extended by written agreement of the parties, which extension shall not be unreasonably withheld.

11 Surety Owner shall provide a surety in a form acceptable to the City of Casper

12. No cross-connection. No temporary or permanent interconnection or cross connection will be allowed between the Owner's private wells and/or private water system and the consecutive system fed from the City's water system. 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 expressly reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

13 As a further consideration for City entering into this Agreement, for seven (7) years from the effective date of this Agreement, Owner agrees to indemnify and hold City harmless from any liability, expense or damages, including reasonable attorney's fees and costs, which City may incur or sustain by reason of Owner's ownership and operation of the property, the Project, Phases I and II, or otherwise part of the private water system due to or arising out of the possession and operation of said matters by Owner, their lessees or agents. This indemnity shall include, but shall not be limited to, death, personal injuries, damage to property (real or personal), violation of state or federal environmental laws and/or regulations, and all other claims of every nature made by any party against City, either during the term of this Agreement or after its termination, resulting from Owner's ownership and operation of the property, the Project, Phases I and II, or otherwise part of the private water system

14 This Agreement and all terms and covenants contained herein shall be binding upon Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit B, attached hereto, and shall be recorded in the Natrona County real estate records against said real property

15      Amendment. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon in writing by both parties to the Agreement shall be incorporated by written instrument, executed and signed by authorized representatives of both parties.

16.      Authority Individuals signing this agreement on behalf of the parties agree and represent that they have the legal authority to bind themselves, as representatives of the party and the principals, to terms of this Agreement.

17      Assignment. Neither of the parties shall assign this Agreement or any terms, conditions, rights or obligations herein without the prior written consent of the other

18.      Severability The parties agree that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of any governmental entity having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, either party

19      Term. The term of this Agreement shall be in perpetuity, as modified from time to time, unless terminated by one or both parties hereto

20      Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance thereof is prevented or impeded by strikes, disturbances, riots, fire, earthquake, volcanic activity, severe weather (flood, ice, wind, rain, drought, etc.), pandemic, governmental action, war or terrorism acts, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

21      Notices. All official notices arising from the provisions of this Agreement shall be in writing and sent to the parties via the person identified for the District and the City, as signatories below, at the address provided under this Agreement, either by certified mail or delivery in person.

22.      Governing Law and Jurisdiction. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming and federal law, if applicable. The parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this Agreement and over the parties,

any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County Wyoming

23 Relationship of the Parties. 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 it, and shall inure solely to the benefit of the parties in determining and performing their obligations under this Agreement. The parties agree that the Agreement may be executed at dates and times convenient to the parties, and that the Agreement shall be effective upon the date of the last endorsement necessary to secure a binding Agreement.

24 Representation, Voluntary Act and Interpretation. Each party understands, acknowledges, agrees, represents and warrants to the other that it has received independent legal advice from its attorneys with respect to the advisability of entering into this agreement or has intentionally elected not to seek the advice of counsel and has carefully reviewed and considered the terms and conditions of this agreement, and that its execution of this agreement is free and voluntary. No part of this agreement shall be construed against any party as a result of that party being deemed the drafter of this agreement.

25 Execution. This instrument may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes, unless original signatures are otherwise required by law

26. Waiver. Notwithstanding any agreement between the Parties, the waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach whether of the same or another provision thereof

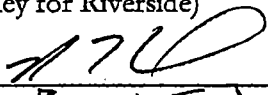
27 Entire Agreement. This instrument along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding

28. Additional Actions. The Parties shall in good faith cooperate with each other in satisfying all conditions contained in this instrument. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the Parties and the provisions of this instrument.

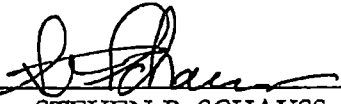
IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year above.

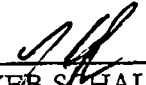
**APPROVED AS TO FORM.**

(Attorney for Riverside)

By:   
Ryan L Ford  
WPDN

**Riverside Mobile Home Court, LLC**  
A Wyoming Limited Liability Company

By:   
STEVEN R. SCHAUSS  
Managing Member  
1250 North Center Street  
Casper, WY 82601

By:   
ZEB SCHAUSS  
Managing Member

Dated this 30<sup>th</sup> day of June, 2022.

**WITNESS.**

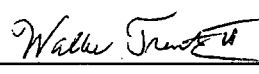
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM.**

(Attorney for the City)

By: 

**CITY OF CASPER, WYOMING**  
A Municipal Corporation:

By: \_\_\_\_\_  
RAY PACHECO  
Mayor  
City of Casper  
200 North David Street  
Casper, WY 82601

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST**

By: \_\_\_\_\_

Fleur Tremel  
City Clerk



## CONTRACT FOR INSIDE-CITY WATER SERVICE

THIS AGREEMENT was made and entered into the 15<sup>th</sup> day of May, 2007 by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City," and Riverside Mobile Home Court LLC, 1250 North Center Street and 190, 198, 200 East "M" Street, Casper, Wyoming 82601 hereinafter referred to as "Owner "

WITNESETH.

WHEREAS, Owner is the owner of certain lands, commonly known as Riverside Mobile Home Court, and identified on Exhibit "A" (hereinafter referred to as "Project"), which lands are inside the corporate limits of the City of Casper; and,

WHEREAS, Owner seeks to improve and/or reconstruct certain sections of its Project in phases, and,

WHEREAS, some of the improvements and reconstruction may involve connection-to-City water facilities, and,

WHEREAS, Owner is currently receiving water service through its private water system, which is not connected to the City water system, and,

WHEREAS, Owner is currently receiving sewer service from the city; and,

WHEREAS, Owner desires to obtain water service and continue receiving sewer service from the City for certain sections of its Project; and,

WHEREAS, it is the mutual desire of the parties hereto to provide for City water and sewer service as hereinafter stated.

NOW THEREFORE, IT IS HEREBY AGREED that.

1 The property to be served under the provisions of this Agreement shall be limited to Phase I of the Project, defined as Sections A, B, and E as delineated on Exhibit "A" attached hereto

2. Owner shall extend to the extent necessary, water mains, water service lines, fire hydrants, and other appurtenances and sewer mains and sewer service lines to serve its land at the sole cost and expense of Owner All work shall meet the current mobile home park public water supply design standards of the Wyoming Department of Environmental Quality, the Wyoming Department of Health, and the City of Casper, and shall be constructed in accordance with the plans as approved by the above entities. Owner shall extend necessary sewer mains and sewer service lines to connect mains to serve 20 new spaces at the sole cost and expense of Owner

3 Owner shall own, operate, and maintain the internal water distribution system within the boundaries of the Project, including fire hydrants at its sole cost and expense.

Phase I of the Project shall be served solely by City water. No interconnection shall be made with the private water system during any of the reconstruction of the Project. Owner may elect at its sole option to disconnect and decommission the City water service at its expense, upon 15 days notice to City. If Owner elects to disconnect and decommission the City water service, Owner shall take necessary and reasonable measures to protect the City water quality as directed by the City.

The City's responsibility for the ownership, operation, or maintenance of the Project water distribution system shall end and terminate at the six (6) inch mainline valve located on David Street for the first phase of the Project, and the City shall have no responsibility for ownership, operation, or maintenance of the Project water distribution system downstream from said valve, for which the Owner shall be solely responsible for at its own cost and expense. In the event additional City water system connections are needed for additional phases in the future, the City shall have no responsibility for the ownership, operations, or maintenance of the Project water distribution system downstream from any shut-off valve located adjacent to the City water main, and the responsibility for the ownership, operation, and maintenance of any such water distribution system downstream from any such shut-off valve shall be the sole responsibility of the Owner, free of any claim against the City therefore.

4 The Owner, at its sole cost and expense, shall install a metering station the installation of which shall include a water meter and a backflow prevention system. The metering station, its backflow prevention system and its related appurtenances shall meet all City requirements. The City shall supply the water meter at the Owner's cost and, after its installation, the City will own, operate, and maintain the water meter. The Owner, shall own, operate, and maintain the backflow prevention system, the metering station and its appurtenances at the Owner's sole cost and expense with the exception of the water meter as noted above.

The Owner shall provide access to the metering station by City personnel at all times.

Additional metering stations may be necessary in the future to serve additional phases of the project, said metering stations to be installed and owned as otherwise set forth herein for the initial metering station and backflow prevention system.

5 Prior to occupancy of mobile homes in the Project, the water system investment charge, and water meter charge shall be paid to the City for the water connection on David Street. Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the applicable Regional Water System investment charge. Additional water system investment charges may be invoked in the sole discretion of the City in future phases for additional connections (metering stations) to serve additional sections of the Owner's mobile home court.

No sewer system investment charges will be invoked or charged by the City unless the total number of existing individual sewer connections within the Riverside Mobile Home Court exceeds 297

6 Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water service; and all other state and federal laws, rules, and regulations including but not limited to all the provisions of the federal pretreatment regulations (40CFR, part 403) and all city ordinances relating to industrial pretreatment.

7 Owner agrees to abide by Chapter 17 100 (Manufactured Homes (Mobile)) of the Casper Municipal Code and all other relevant ordinances during and after the reconstruction of all phases of the Project.

8 Owner agrees that it will recommend to occupants in the Project whose lots are served by City water that mobile homes should have or install water saving devices, including pressure reducing valves limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3 ½ gallons, aerators (which provide for a maximum flow of 1 0 gpm) on all bathroom sinks, and water saving shower heads to limit flows to a maximum of 3 0 gpm. Owner shall have no obligation to require, inspect, or ensure that any water saving devices are located in the mobile homes and Owner shall not bear the expense of installation of any water saving devices located in the mobile homes.

9 No occupancy of mobile homes in Section A of Phase I of the Project will be made until acceptance of the water and sewer system by the City Sections B and E are currently occupied. Before acceptance will be made, the final operational inspection shall be performed for Phase I and as-built drawings, including location of water and sewer service lines, may be reviewed by the City for purposes of inspection.

10 The charge for water and sewer service provided shall be at the City's existing rate as the same shall apply from time to time for all retail inside-City water and sewer service.

11 Phase I of the Project shall be considered a consecutive water system as defined by the U.S Environmental Protection Agency Additional phases shall be defined as a consecutive water system upon final completion of construction to connect to City water

12. Owner shall be allowed eight (8) years from the time of consummation of this Agreement to complete the mobile home court reconstruction and the installation of necessary improvements for Phase I. Should the construction not be completed within this time period, the Agreement shall become null and void unless extended by a written amendment, which extension shall not be unreasonably withheld.

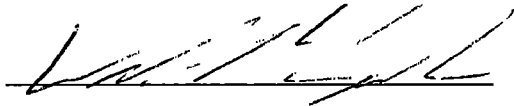
13 The City does not waive any rights or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section §1-39-101 et. seq., and the City

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

14 This Agreement and all terms and covenants contained herein shall be binding upon Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records against said real property

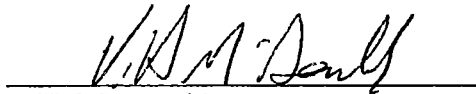
EXECUTED the day and year first above written.

APPROVED AS TO FORM.

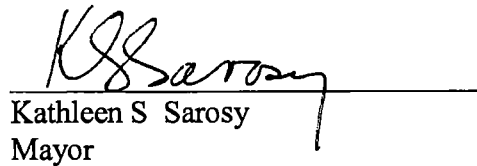


ATTEST

CITY OF CASPER  
A Municipal Corporation



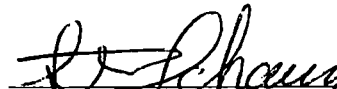
V.H. McDonald  
City Clerk

  
Kathleen S Sarosy  
Mayor

ATTEST

OWNER. RIVERSIDE MOBILE  
HOME COURT LLC



By   
Steven R. Schauss  
Member



# EXHIBIT A

RIVERSIDE  
MOBILE HOME  
COURT

"A"

190  
200

"E"

NORTH PLATTE RIVER

LOCATION MAP

NOT TO SCALE

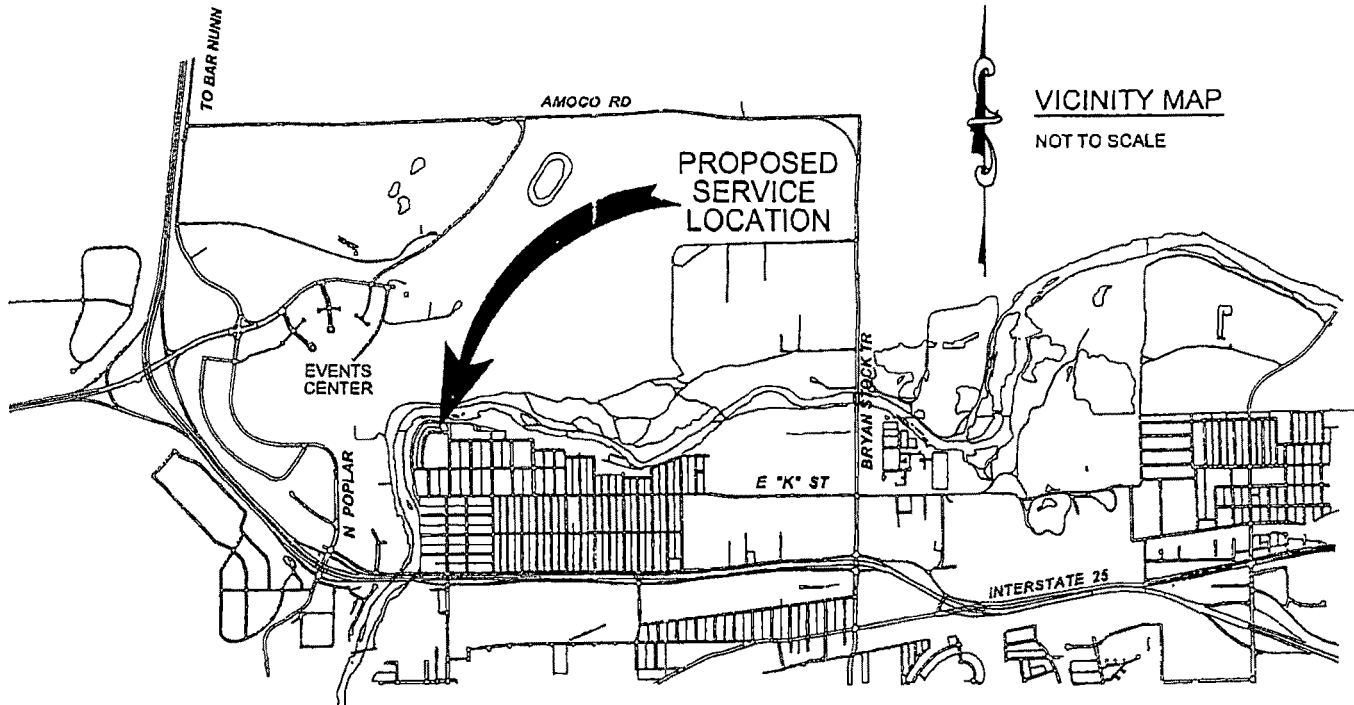


EXHIBIT "A"  
RIVERSIDE MOBILE HOME COURT  
1250 N Center  
Casper, WY 82601

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Description Phase I

Section A.     1) Nelson Addition, Block 9, Lots 8-14  
                  2) Nelson Addition, Block 10, Lots 1-14  
                  3) Vacated David St. – Ordinance No 56-76  
                  4) Vacated Alley between David St. and Center St. – Ordinance No. 56-76

Section B     Township 34 North, Range 79 West, Section 33, SE ¼, S ½ S ½ more particularly described as follows:

Starting at the ¼ corner between Section 4 Township 33 North, Range 79 West and Section 33 Township 34 North, Range 79 West, thence North 90° East 575 feet to the point of beginning, thence North 0° East 250 feet to a point, thence North 90° East 395 feet to a point, thence North 0° East 69 feet to a point, thence North 89° 01' East 360 63 feet to a point, thence South 0° West 319 feet to a point, thence South 89° 01' West 282.9 feet to a point, thence North 0° West 38 75 feet to a point, thence North 90° West 77 feet to a point, thence South 0° West 40 07 feet to a point, thence South 90° West 395 feet to the point of beginning.

Section E.     1) Nelson Addition, Block 8, Lots 34-38 and West 10 ft. Lot 39  
                  2) Nelson Addition, Block 8, East 13 ft. Lot 42 and Lots 43-63

This file also contains the Sanitary Sewer and Water Distribution System Capacity Study for The Riverside Mobile Home Park, dated September 8, 2006. This study has not been scanned and is being maintained by Records Management.

TEMPORARY WATER SERVICE AGREEMENT

THIS AGREEMENT, made, dated and entered into this 11 day of April \_\_\_\_\_, 1984, be and between SCHAUSS CHILDREN'S TRUST, OWNER OF THE RIVERSIDE TRAILER COURT (hereinafter referred to as "Owner"), 1250 North Center Street, Casper, Wyoming, and the BOARD OF PUBLIC UTILITIES, CITY OF CASPER, WYOMING (hereinafter referred to as "Board")

WITNESSETH

WHEREAS, Owner owns and operates a private water system for the purpose of providing service to the Riverside Trailer Court located within Casper city limits; and

WHEREAS, Owner desires to obtain water from the Board's system from time to time on a temporary emergency basis due to failure of Owner's system

NOW, THEREFORE, be it hereby agreed among both parties

1 Owner shall be allowed to install a connection to the Board's system at his sole expense Said connection shall meet the Board's requirements and shall include, but not be limited to, a meter, isolation valves and a check valve

2 Upon completion of improvements to the Board's satisfaction, Owner shall be allowed to use water on a temporary emergency basis from the Board's system Owner shall notify the Board when emergency water is required, and shall receive water from the Board's system if it is deemed by the Board that surplus water is available Board shall operate all valves to commence and terminate service to Owner's service

3 Owner shall receive water on a temporary basis for no more than two weeks in any one year

4 Board shall bill Owner at the inside-city rate for all water used Owner shall additionally deposit with the Board an amount of \$500, to be placed in a separate fund and reimbursed to the Owner upon termination of this agreement The deposit shall be used by the Board in the event of non-payment by the Owner

5 This agreement shall be binding upon the current Owner and all heirs, successors in interest, and assigns

EXECUTED the day and year first above written

Sherry Lowery  
Witness

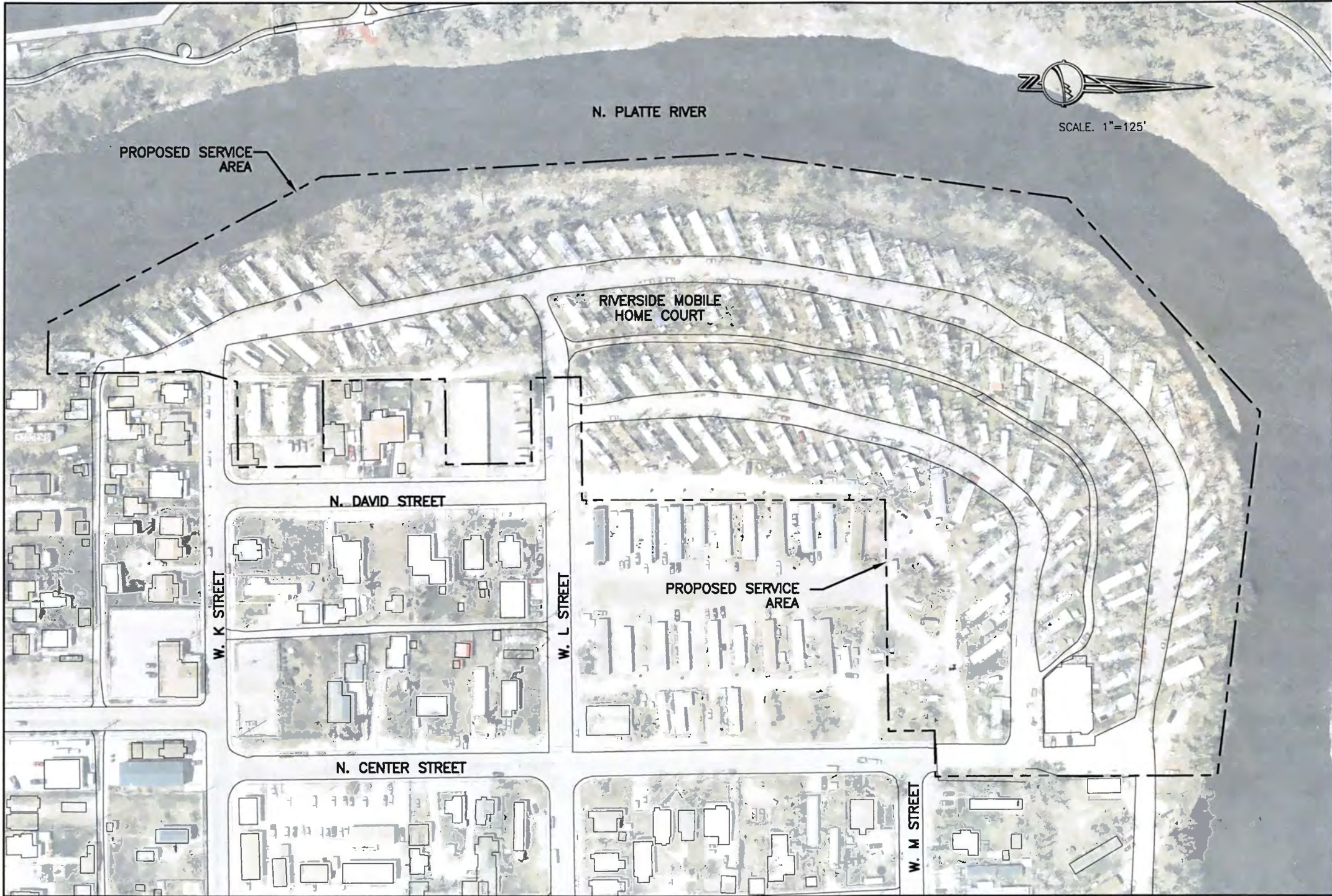
Ralph Schauss  
Ralph Schauss, Agent Manager

By Richard E. Wheeler  
Richard E. Wheeler  
Secretary

CASPER BOARD OF PUBLIC UTILITIES

By James K. Sandison  
James K. Sandison  
President





Drawn By:	JPO	W.O. No.:	17383
Chk. By:	JLM	Book No.:	
Acad File:	RMP DESIGN CURRENT.dwg		

FOR: RIVERSIDE MOBILE HOME PARK  
1550 NORTH CENTER  
CASPER, WY 82601

REVISIONS

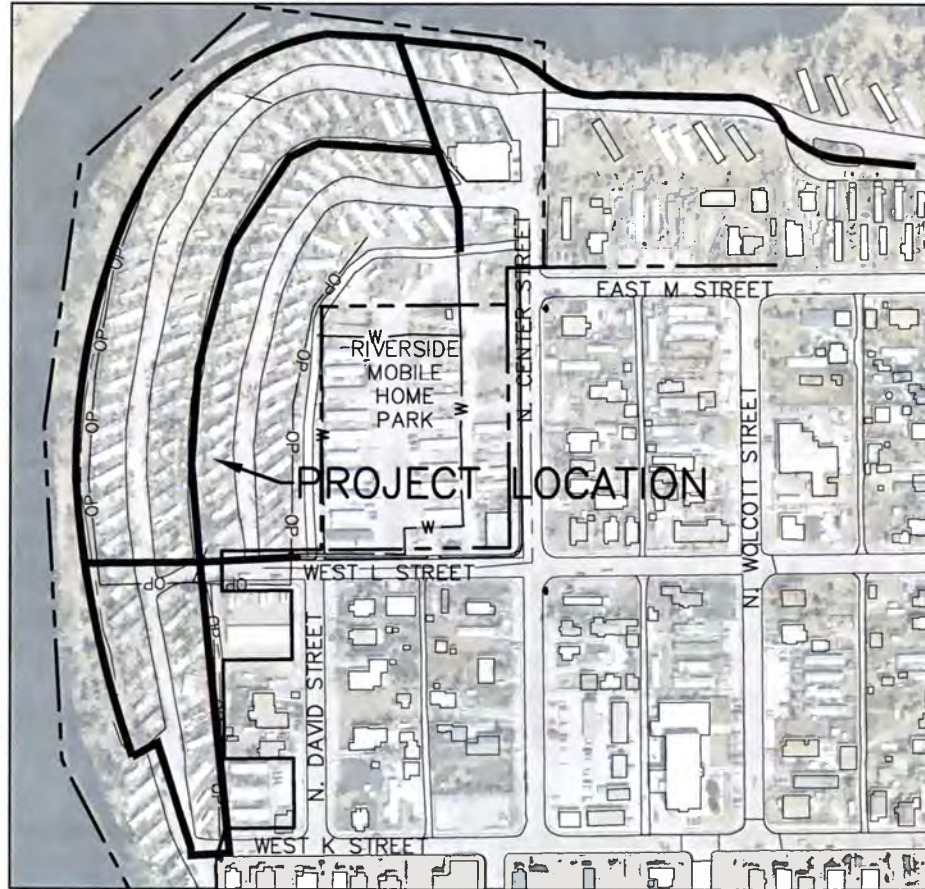
RIVERSIDE MOBILE HOME PARK EXHIBIT A	SHEET NO. 1 OF 1
DATE: 6/24/22	302

1/19/20:  
COMMENT

EXHIBIT  
B



# CONSTRUCTION PLANS FOR RIVERSIDE MOBILE HOME PARK 2021 WATERLINE IMPROVEMENTS PROJECT CASPER, WY



LOCATION & VICINITY MAP  
SCALE 1"=250'



<u>LEGEND</u>	
	PROPERTY BOUNDARY
	LOT LINES
	EDGE ASPHALT
	EDGE CONCRETE
	EASEMENT
	EX CONTOUR MAJOR
	EX CONTOUR MINOR
	EX POWERLINE
	EX OVERHEAD POWER
	EX STORM SEWER
	EX SANITARY SEWER
	TELEPHONE
	WATERLINE
	PROPOSED WATERLINE
	CABLE TV

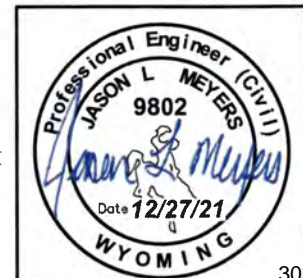
⬮	SIGN
⬮	ELECTRIC VAULT
⬮	POWER TRANSFORMER
⬮	LIGHT POLE
⬮	SANITARY MANHOLE
⬮	EX STORM MANHOLE
⬮	EX STORM INLET
⬮	TELEPHONE PEDESTAL
⬮	PROP WATER VALVE
⬮	PROP FIRE HYDRANT
⬮	PROP CURB STOP
⬮	EX WATER VALVE
⬮	EX FIRE HYDRANT
⬮	EX CURB STOP
⬮	PROPOSED CURB STOP

## INDEX OF SHEETS

SHEET NO.	PLANS
1	COVER
2	NOTES
3	KEY MAP
4-12	PLAN AND PROFILE
13	DETAILS
13	TOTAL SHEETS

PROJECT OWNER RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82601

WDEQ COMMENT RESPONSE  
1/25/2022  
SHEET RE-ISSUE  
5/18/2022  
SHEET RE-ISSUE  
6/21/2022



GENERAL NOTES

EXISTING UNDERGROUND UTILITIES


THE INFORMATION SHOWN ON THE DRAWINGS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AND OTHER APPURTENANCES IS FROM MAPS, DRAWINGS AND ATLAS SHEETS PROVIDED BY THE OWNERS OF THE UTILITIES. THIS INFORMATION MAY NOT BE ACCURATE, COMPLETE, OR CURRENT AND SHALL BE CONSIDERED APPROXIMATE. EXISTING WATER AND SANITARY SEWER SERVICES MAY NOT BE SHOWN ON THE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ACCURATE LOCATIONS OF ALL UNDERGROUND UTILITIES AND APPURTENANCES THAT COULD BE AFFECTED BY THE WORK AT LEAST THREE(3) DAYS PRIOR TO CONSTRUCTION. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND ASSIST IN DEVELOPING A PLAN TO REMEDY THE CONFLICT. LOCATIONS MAY BE OBTAINED BY PRELIMINARY EXCAVATION OR "POTHOLING" AT THE CONTRACTOR'S EXPENSE.

WATER SYSTEM

- (1) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF CASPER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND INFRASTRUCTURE IMPROVEMENTS DIVISION 500 WATER SYSTEMS EXCEPT AS SPECIFICALLY MODIFIED BY THESE PLANS AND SPECIFICATIONS
- (2) MINIMUM COVER ABOVE WATERLINES SHALL BE 6', UNLESS OTHERWISE SHOWN
- (3) MINIMUM COVER ABOVE FIRE HYDRANT LEAD PIPES SHALL BE 6'
- (4) VALVES, FITTINGS, AND FIRE HYDRANTS SHALL BE FOR SOILS OF HIGH CORROSIVITY
- (5) WATER PIPE MATERIAL
  - (a) POLYETHYLENE (PE) PRESSURE PIPE AND FITTINGS FOUR INCH (4") THROUGH SIXTY-THREE INCH (63") FOR DISTRIBUTION AND TRANSMISSION PER AWWA C906
- (6) CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION
- (7) INSTALL TRACER WIRE ON ALL WATER SERVICES TO WATER CONNECTORS
- (8) PLACE FLOWFILL AT UTILITY CROSSINGS AS DIRECTED BY THE ENGINEER
- (9) PROVIDE WOODFORD THERMALINE 6' BURY WITH 15 WATT PORTABLE INSERT HEATER, BONDED POLYURETHANE INSULATION. SANITARY TIGHT-LINE DESIGN WATER CONNECTORS. INSTALL WATER CONNECTORS PER MANUFACTURERS INSTALLATION INSTRUCTIONS

MISCELLANEOUS

- (1) REPAIR SURFACING DISTURBED BY CONSTRUCTION IN KIND
- (2) ANY WATER/SEWER CROSSING THAT HAS LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN PIPES SHALL REQUIRE FLOWFILL PER CITY OF CASPER STANDARD SPECIFICATIONS (DIVISION 500, SECTION 501.13, SECTION 501.06, DIVISION 200 SECTION 205.05) UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER
- (3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY TO COMPLY WITH FEDERAL, STATE, COUNTY AND CITY REGULATIONS INCLUDING WYDES THAT PROHIBIT DISCHARGE OF POLLUTANTS, INCLUDING SEDIMENTS THAT ARE A RESULT OF EROSION OR OTHER CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AND SHALL CONDUCT WORK SO THAT SEDIMENT IS NOT TRANSPORTED ONTO THE ROADWAY OR ADJACENT PROPERTY
- (4) THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE ENGINEER AND OWNER SHALL NOT BE HELD ACCOUNTABLE FOR THE COMPLETENESS OR ACCURACY OF THE UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE LOCATE CALL CENTER (WYOMING ONE-CALL 1-800-849-2476) AND SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES IN THE PROJECT AREA PRIOR TO CONSTRUCTION ACTIVITIES
- (5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND SAFETY OF HIS WORK AT ALL TIMES
- (6) THE VERTICAL DATUM USED FOR THE PROJECT IS HORIZONTAL NAD 83/2011 AND VERTICAL NAVD 88



ENGINEERING SURVEYING  
200 PROUDMAN, CASPER, WY 82404  
307.465.4868  
www.wlcwy.com

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Chk. By: JLM	Book No. _____
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FOR: RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82401

REVISIONS

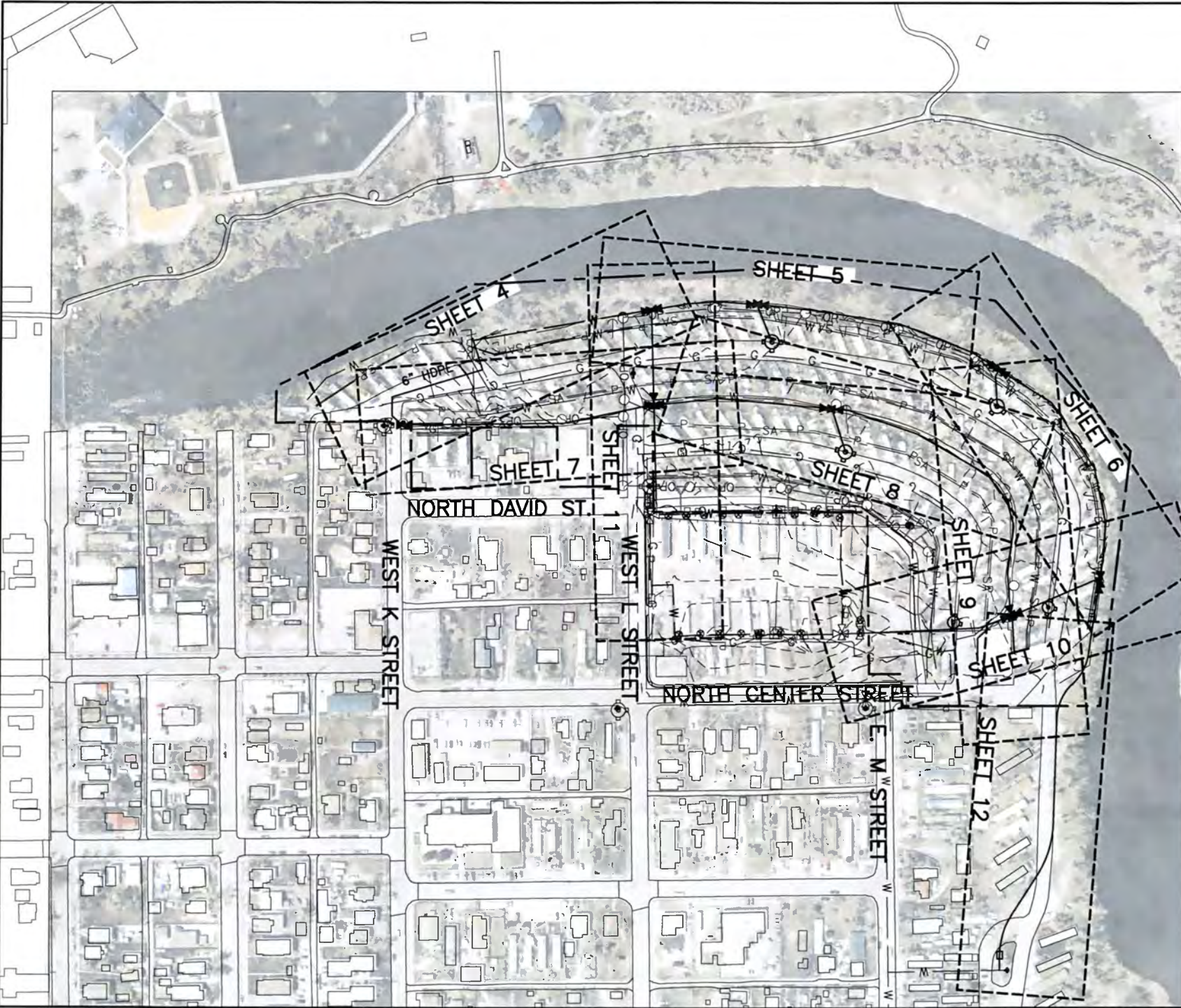
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5/18/2022	REVISIONS
8/24/2022	RE-REVISION
	SHEET RE-ISSUE

RIVERSIDE MOBILE HOME PARK  
2021 WATERLINE IMPROVEMENTS PROJECT  
NOTES

SHEET NO.  
2 OF 13


DATE: 12/27/2020



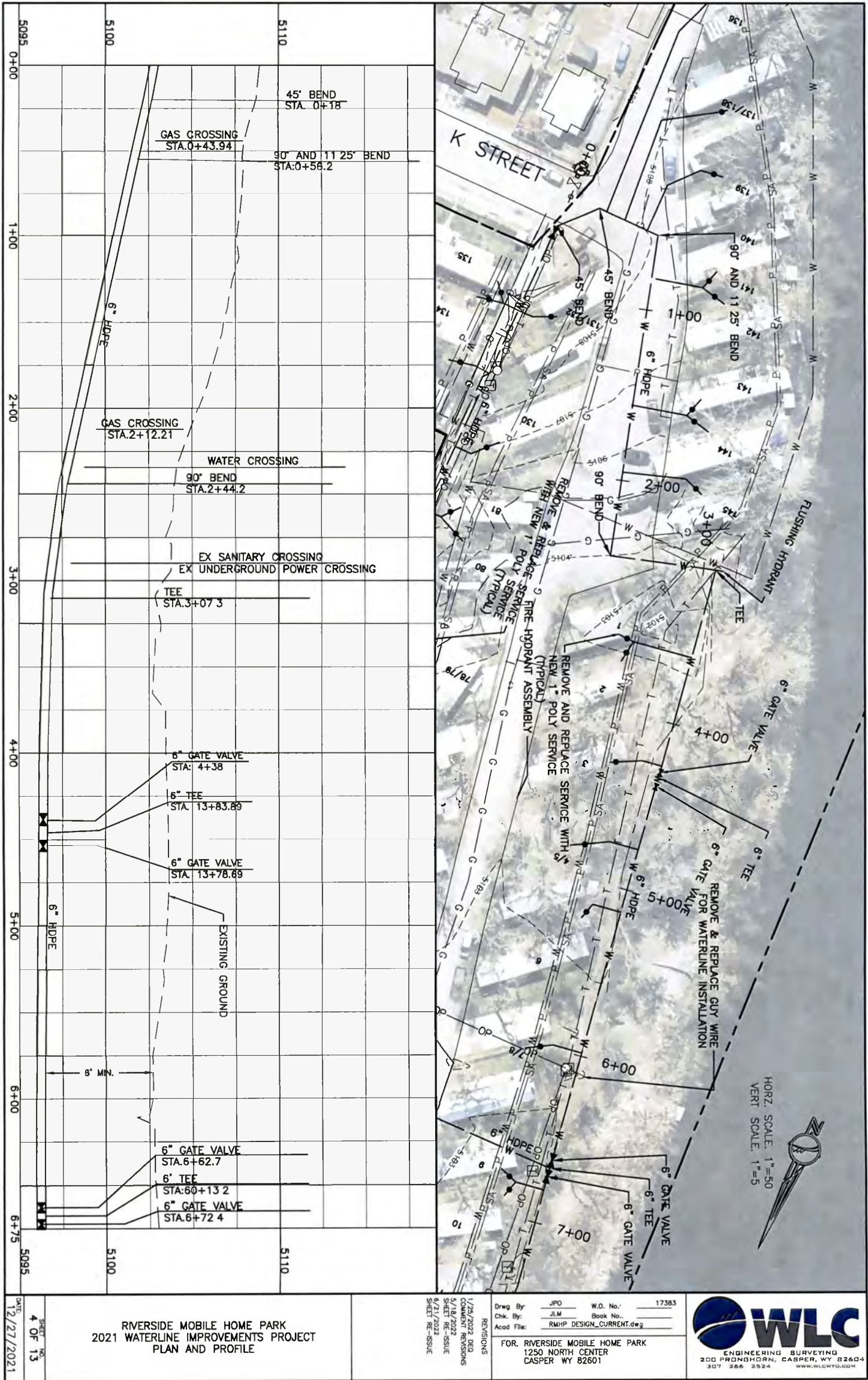


HORZ SCALE. 1"=200'

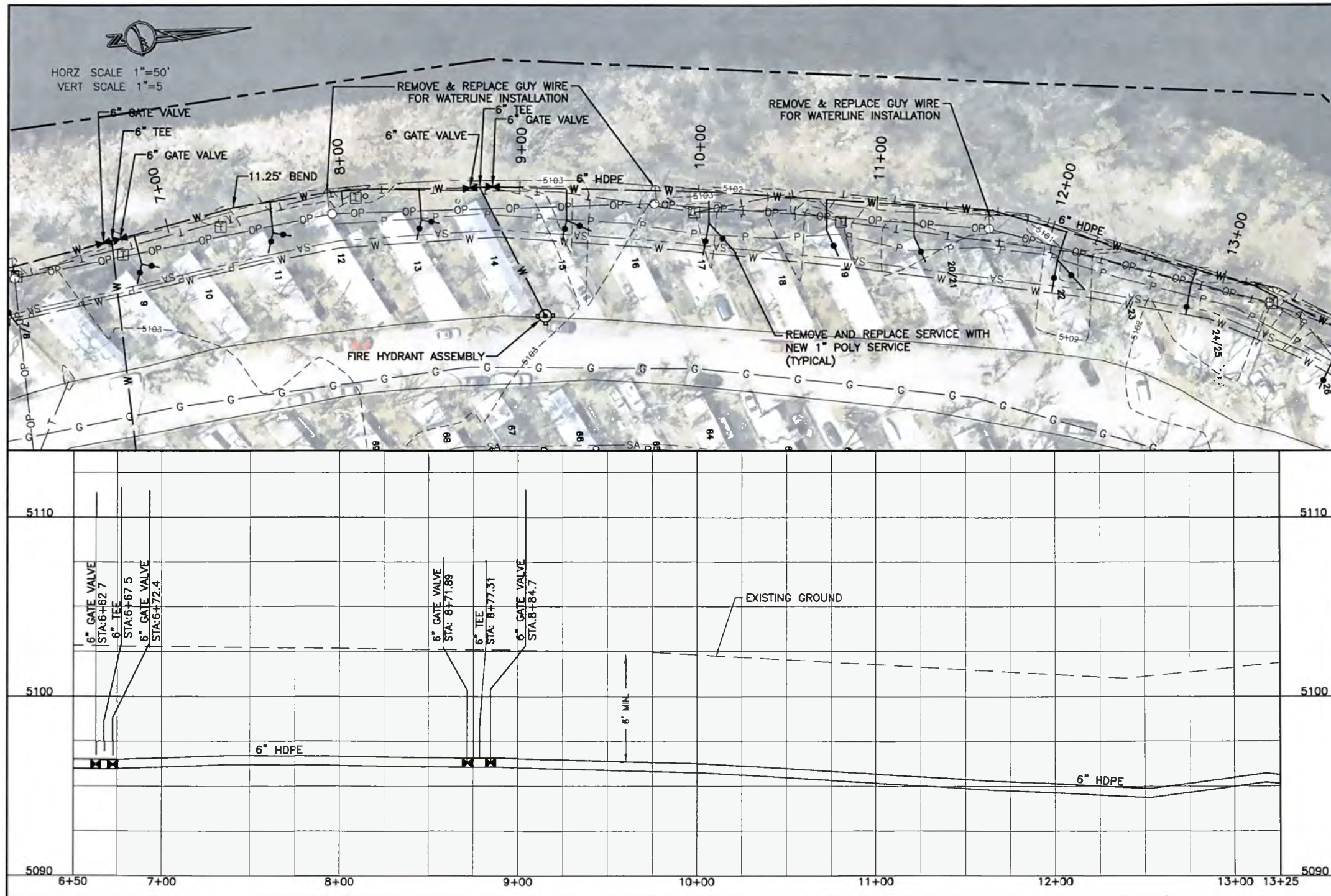



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FOR RIVERSIDE MOBILE HOME PARK 1250 NORTH CENTER CASPER, WY 82601		REVISIONS 1/25/2022 DEQ COMMENT REVISIONS 5/18/2022 SHEET RE-ISSUE 6/21/2022 SHEET RE-ISSUE
RIVERSIDE MOBILE HOME PARK 2021 WATERLINE IMPROVEMENTS PROJECT KEY MAP		
SHEET NO. 3 OF 13 DATE 12/27/2021		











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200 PROCTOR, CASPER, WY 82604  
307 266 2524  
WWW.WLCWY.COM

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FOR: RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82601

REVISIONS	
1/25/2022	DEQ COMMENT REVISIONS
5/18/2022	SHEET RE-ISSUE
6/21/2022	SHEET RE-ISSUE

**RIVERSIDE MOBILE HOME PARK**  
**2021 WATERLINE IMPROVEMENTS PROJECT**  
**PLAN AND PROFILE**

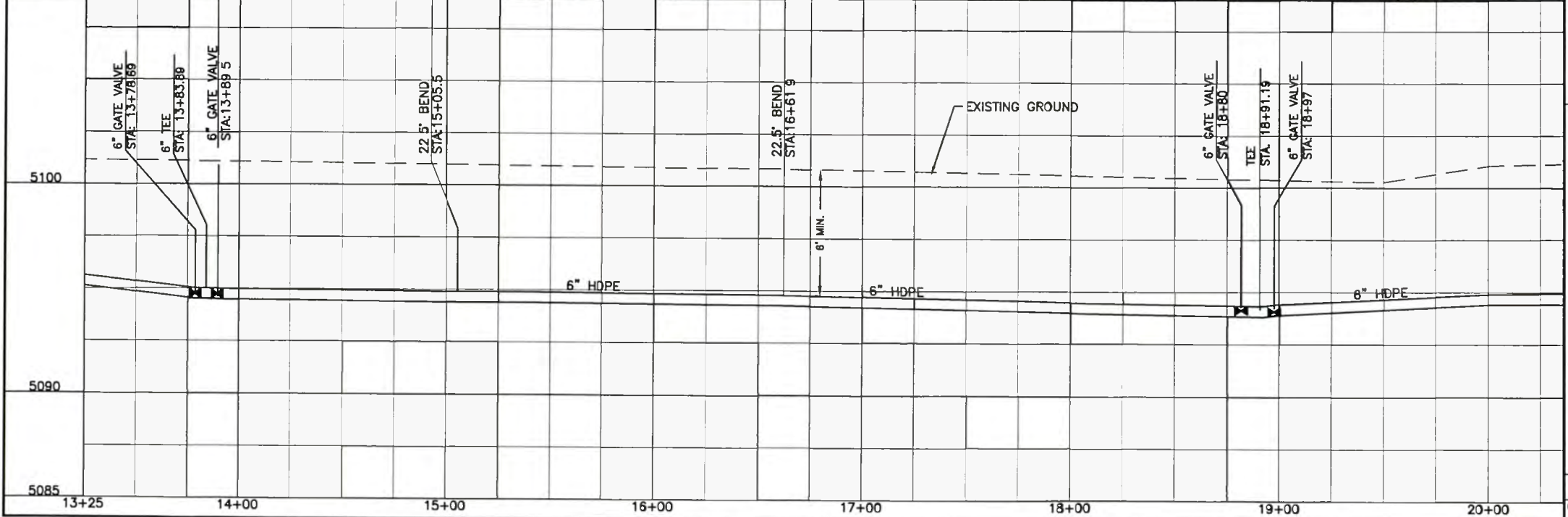
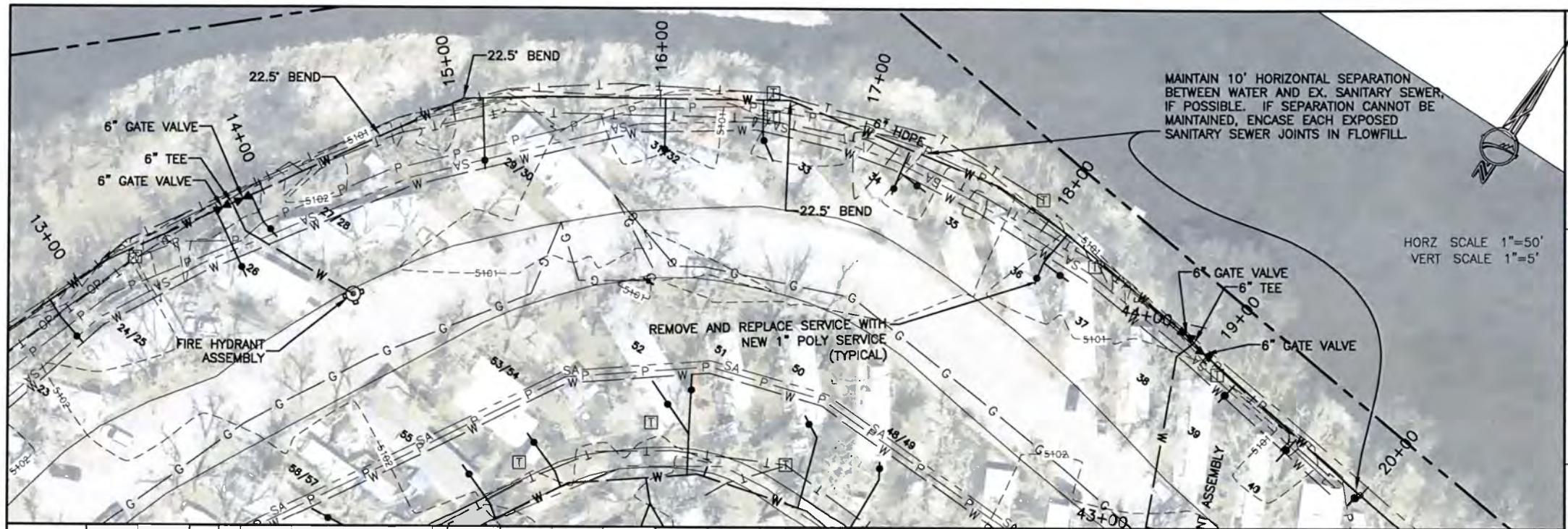
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DATE: 12/27/2021

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FOR: RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82501

REVISIONS

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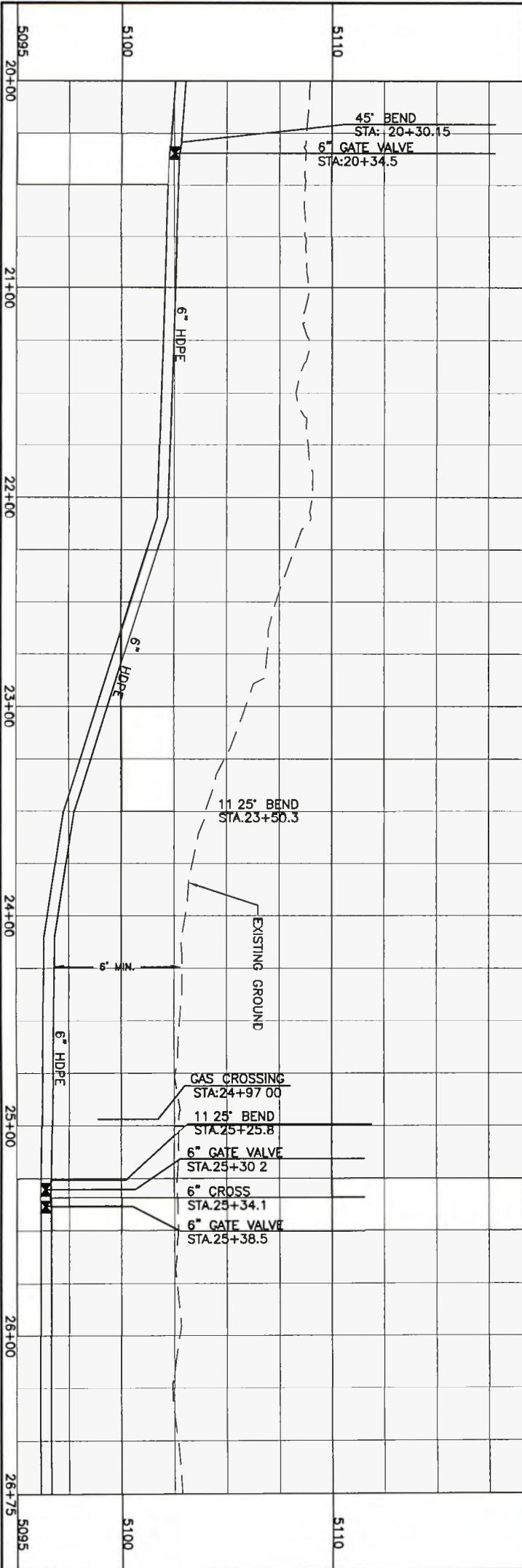


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As of Date: RMHP DESIGN\_CURRENT.dwg

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FOR RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82601

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**WLC**  
ENGINEERING SURVEYING  
200 PRONBORN CASPER WY 82604  
307 266 2524  
WWW.WLCWY.COM

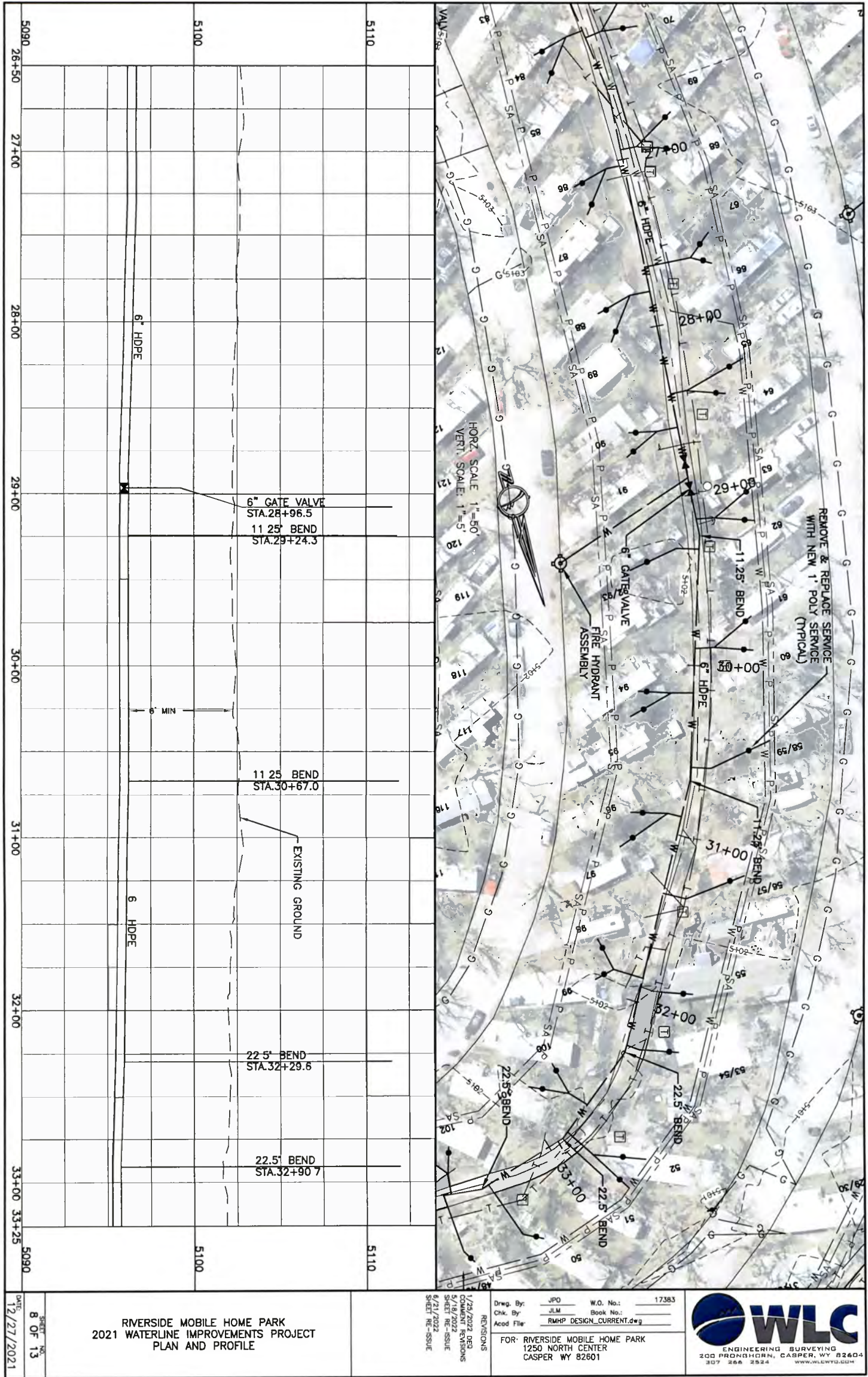


RIVERSIDE MOBILE HOME PARK  
2021 WATERLINE IMPROVEMENTS PROJECT  
PLAN AND PROFILE

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DATE  
12/27/2021





RIVERSIDE MOBILE HOME PARK  
2021 WATERLINE IMPROVEMENTS PROJECT  
PLAN AND PROFILE

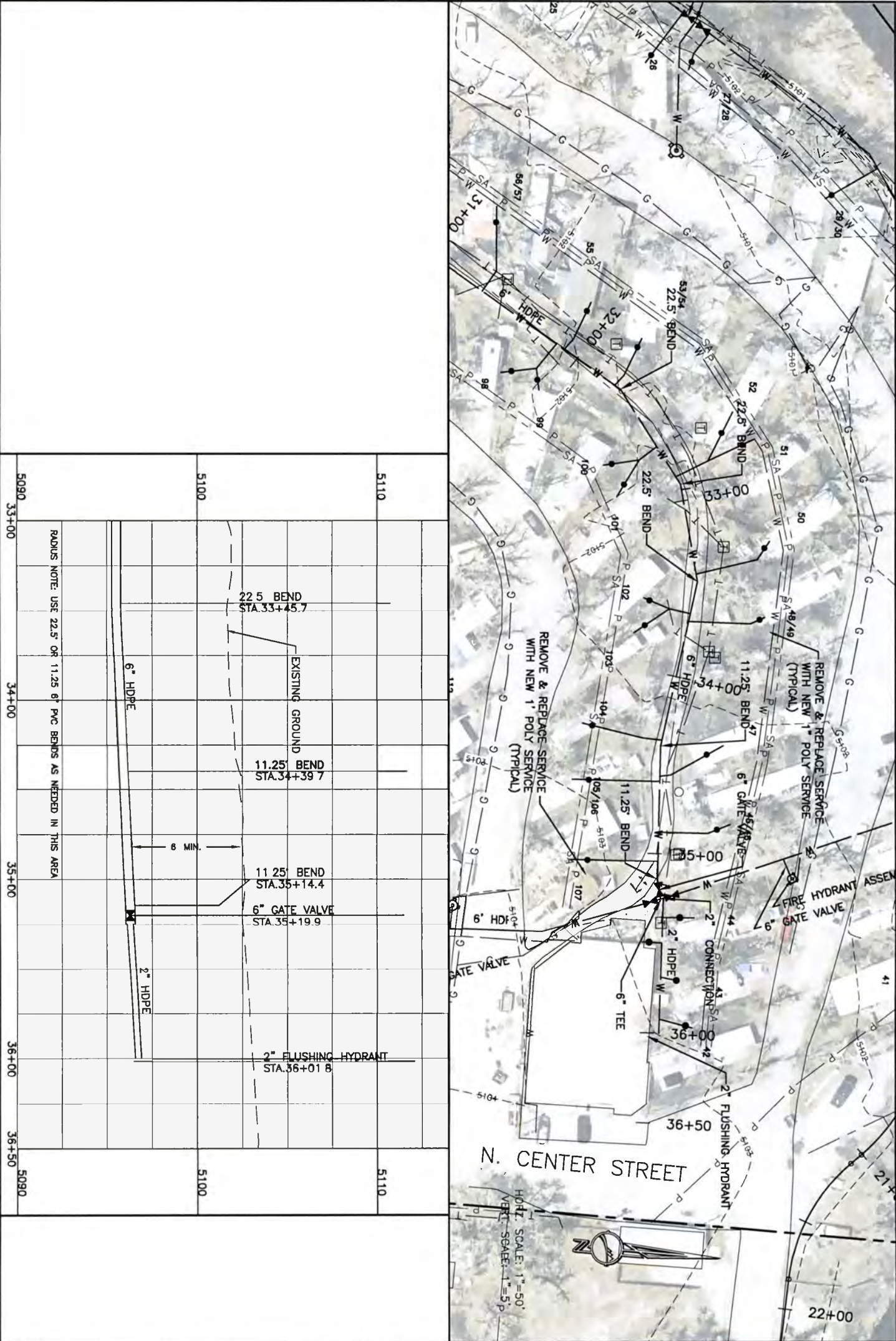
SHEET NO.  
8 OF 13  
DATE  
12/27/2021

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SHEET RE-ISSUE

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FOR: RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER WY 82601

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200 PRONGHORN, CASPER, WY 82604  
307 266 2524  
WWW.WLCWYO.COM





DATE: 12/27/2021

SHEET NO. 9 OF 13

RIVERSIDE MOBILE HOME PARK  
2021 WATERLINE IMPROVEMENTS PROJECT  
PLAN AND PROFILE

REVISIONS  
1/25/2022 DEC  
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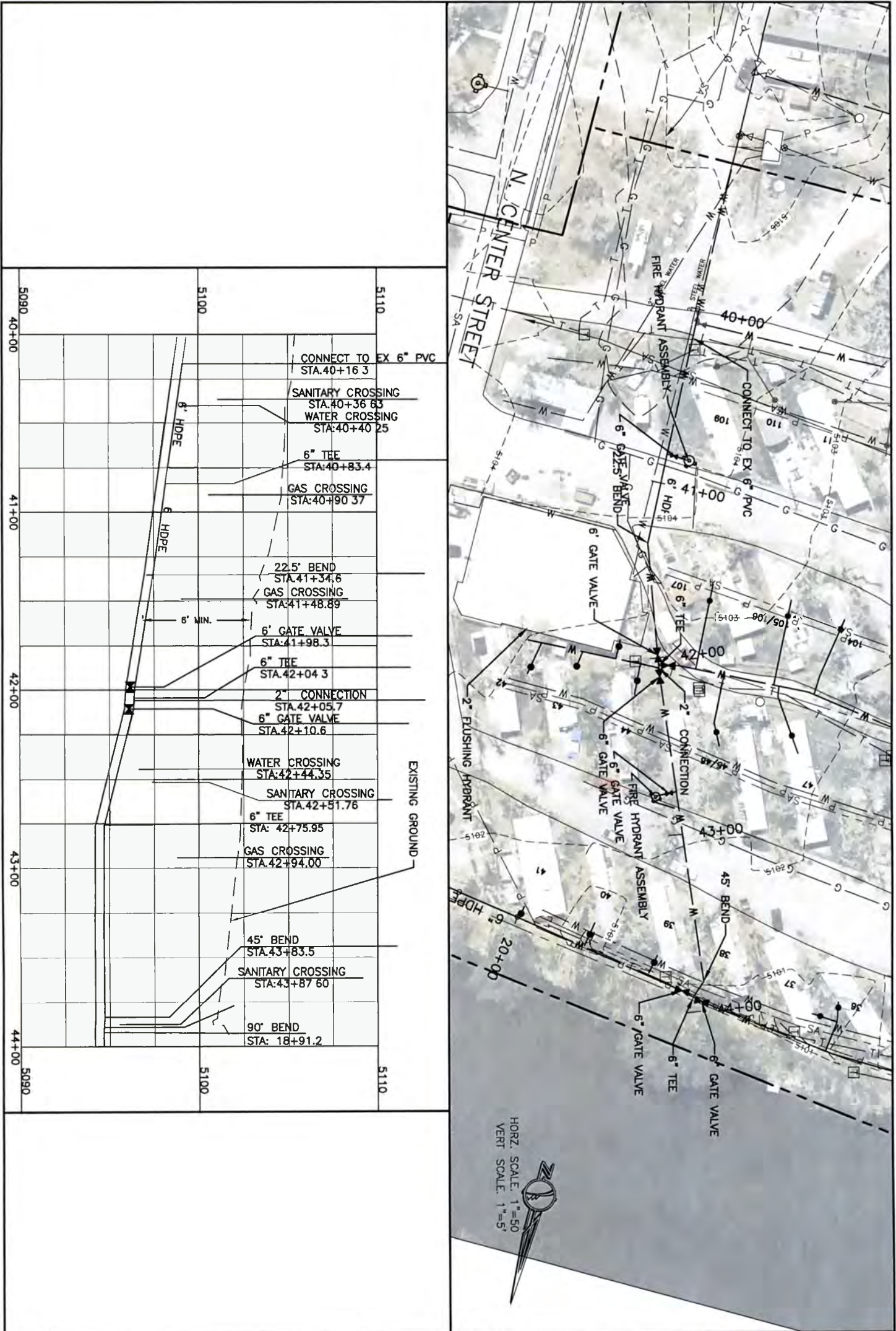
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FOR RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82601

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200 PRONGHORN CASPER WY 82604  
307.266.2524  
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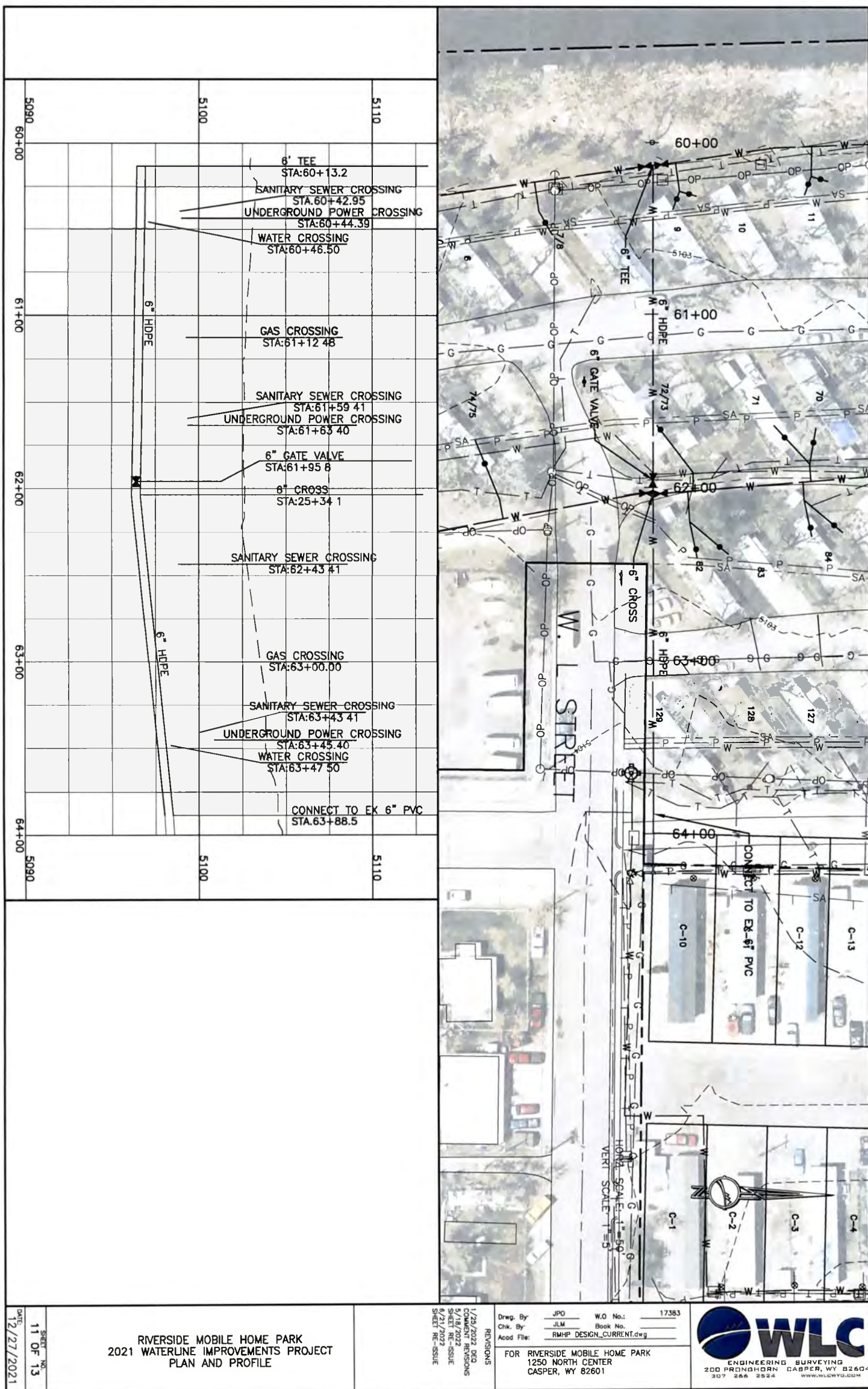
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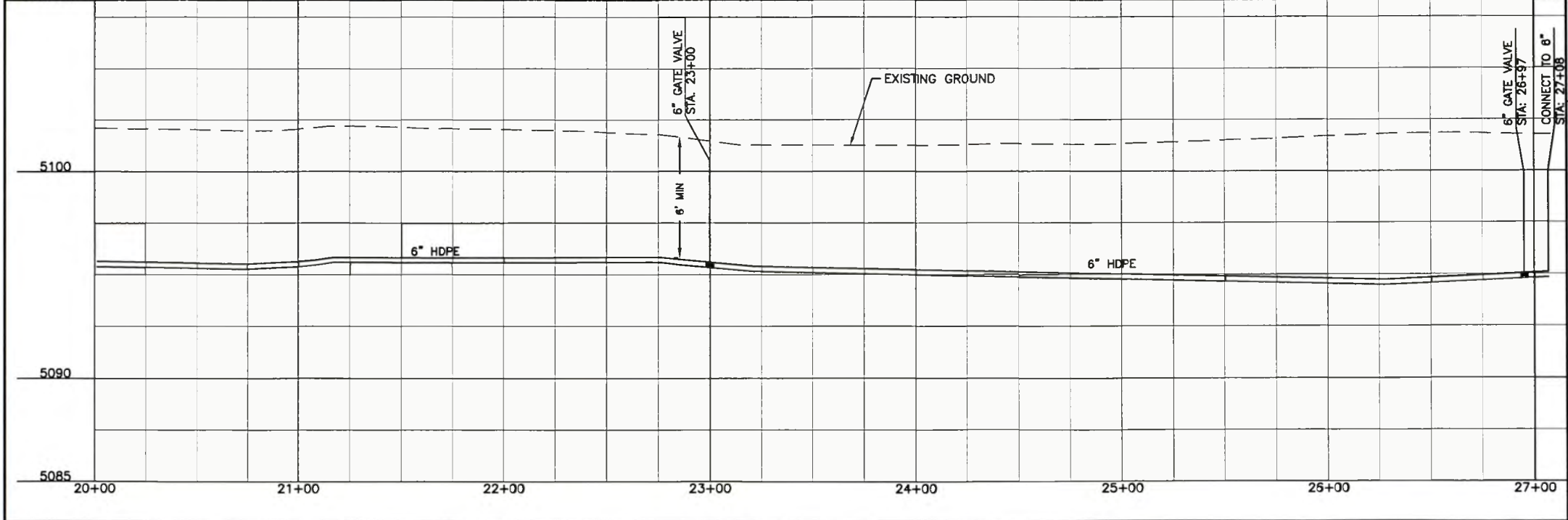
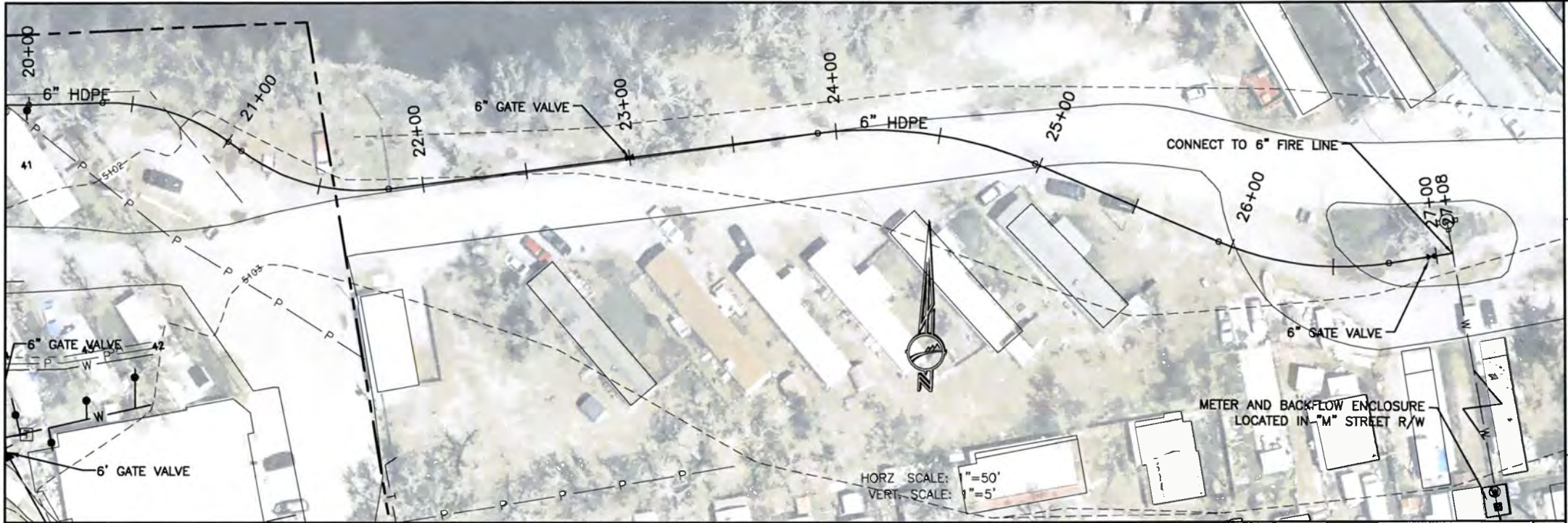


DATE: 12/27/2021 SHEET NO.: 10 OF 13	RIVERSIDE MOBILE HOME PARK 2021 WATERLINE IMPROVEMENTS PROJECT PLAN AND PROFILE	REVISIONS 1/20/2022 DEC 2/18/2022 REVISIONS 5/18/2022 SHEET RE-ISSUE 6/21/2022 SHEET RE-ISSUE	Drawn By: JPO	W.O. No.: 17383
			Chk. By: JLM	Book No.:
			Acad File: RMHP DESIGN_CURRENT.dwg	
			FOR RIVERSIDE MOBILE HOME PARK 1250 NORTH CENTER CASPER, WY 82601	
			 ENGINEERING SURVEYING 200 PRONGHORN, CASPER, WY 82604 307 266 2524 WWW.WLCWYO.COM	









**WLC**  
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200 PRINCE OF WALES BLVD  
CASPER, WY 82604  
307.266.2824  
WWW.WLCWY.COM

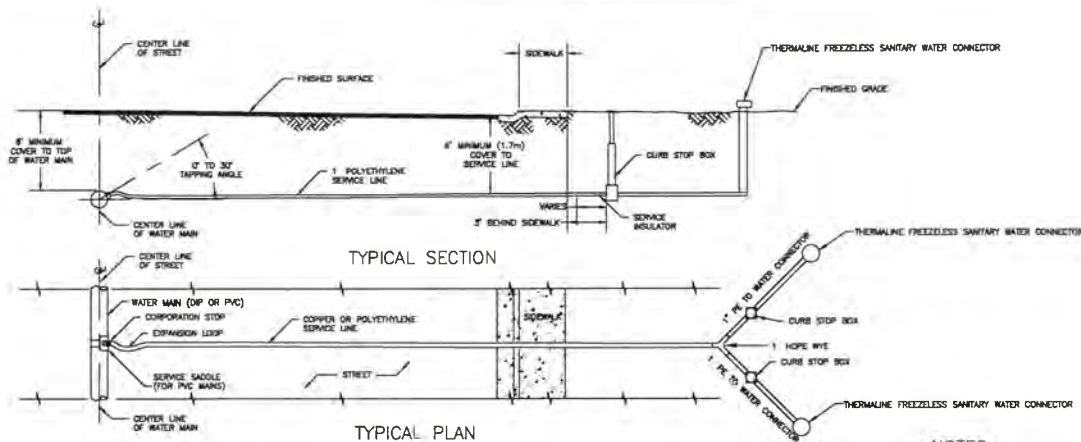
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FOR: RIVERSIDE MOBILE HOME PARK  
1250 NORTH CENTER  
CASPER, WY 82601

REVISIONS
1/25/2022 DEQ COMMENT REVISIONS
5/18/2022 SHEET RE-ISSUE
6/21/2022 SHEET RE-ISSUE

RIVERSIDE MOBILE HOME PARK  
2021 WATERLINE IMPROVEMENTS PROJECT  
PLAN AND PROFILE

SHEET NO. 12 OF 13  
DATE: 12/27/2021

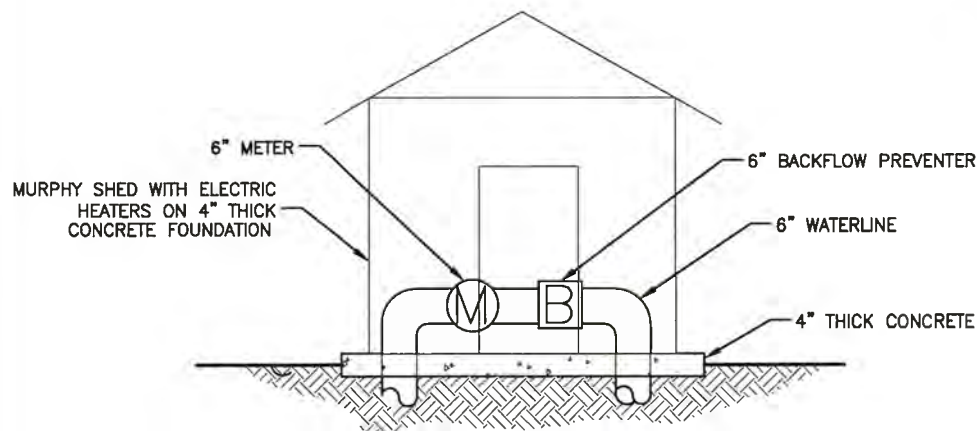
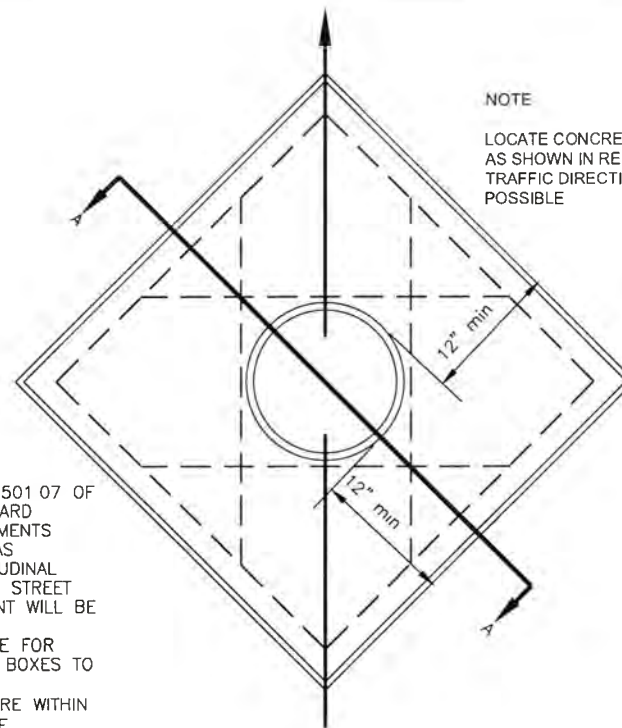


1 COORDINATE WATER SERVICE LOCATION WITH OWNER.

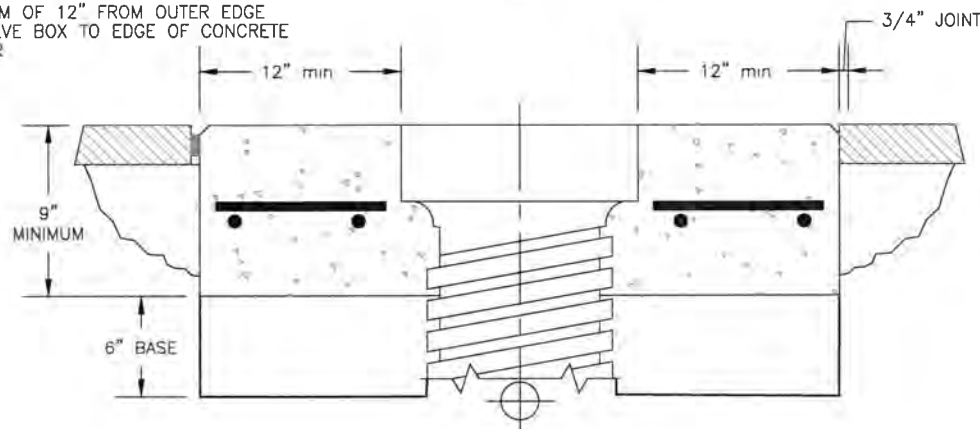
**WATER SERVICE LINE TYPICAL DETAIL**  
NOT TO SCALE

**NOTES**

- 1 SEE DIVISION 500, SECTION 501.07 OF THE CITY OF CASPER STANDARD SPECIFICATIONS FOR ADJUSTMENTS
- 2 SLOPE VALVE BOX COLLAR AS REQUIRED TO MATCH LONGITUDINAL AND TRANSVERSE GRADE ON STREET
- 3 FINAL VALVE BOX ADJUSTMENT WILL BE MADE AFTER PAVING
- 4 NO PAYMENT SHALL BE MADE FOR ADJUSTMENT OF NEW VALVE BOXES TO FINAL GRADE
- 5 IF MULTIPLE VALVE BOX'S ARE WITHIN 6' OF EACH OTHER JOIN THE CONCRETE COLLARS AND KEEP A MINIMUM OF 12" FROM OUTER EDGE OF VALVE BOX TO EDGE OF CONCRETE COLLAR



**METER-BACKFLOW DETAIL**  
NOT TO SCALE



**CONCRETE VALVE BOX COLLAR**  
NOT TO SCALE

RESOLUTION NO 22-125

A RESOLUTION AUTHORIZING A CONTRACT FOR INSIDE-CITY WATER SERVICE WITH RIVERSIDE MOBILE HOME COURT, LLC

WHEREAS, Riverside Mobile Home Court, LLC, has requested to expand their private water system requiring modifications to their existing inside-City retail water service and a new inside-City retail water service, all from the City of Casper for portions of their property; and,

WHEREAS, Riverside Mobile Home Court LLC currently receives sewer service from the City of Casper

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 Contract for Inside-City Water Service with Riverside Mobile Home Court, LLC

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 24, 2022

**MEMO TO:** J Carter Napier, City Manager *for JCM*

**FROM:** Jolene Martinez, Assistant to the City Manager

**SUBJECT:** Authorizing Execution of a Professional Services Agreement with Stantec Consulting Services Inc, in the amount of \$52,988 87, for Environmental Monitoring of the First Street Reach River Restoration Construction.

**Meeting Type & Date**

Regular Council Meeting

July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize execution of a professional services agreement with Stantec Consulting Services Inc, in the amount of \$52,988 87, for environmental monitoring required by USACE 404/401 permit for First Street Reach River Restoration Construction.

**Summary**

City of Casper was issued a U S Army Corps of Engineers (USACE) 404/401 permit to construct the First Street Reach River Restoration in 2019. After completion of construction, the permit requires five years of environmental monitoring including use of Wyoming Stream Quantification Tool (WSQT), which focuses on geomorphology and reach hydrology/hydraulics measurements. Staff recommends Stantec Consulting Services Inc. oversee this work as a continuation of their pre-construction measurements and restoration construction design.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The total cost estimate for riverbank and in-river construction in the seven identified priority areas of the river through Casper is estimated at over \$30 million.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure, stabilizes riverbanks, restores and protects green infrastructure, and provides economic development opportunities.

**Financial Considerations**

The costs of the contract will be paid by a grant from the North Platte River Foundation.

**Oversight/Project Responsibility**

Scott Baxter, Associate Engineer

Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution



# **CONTRACT FOR PROFESSIONAL SERVICES**

## **PART I - AGREEMENT**

This Contract for Professional Services (“Contract or Agreement”) is entered into on this 5<sup>th</sup> day of July, 2022, by and between the following parties

1 The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”)

2. Stantec Consulting Services Inc, 3325 Timberline Road Suite 150, Fort Collins, Colorado 80525-2903 (“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 perform post-construction inspection and reporting along the North Platte River Restoration First Street Reach Project for the U S Army Corps of Engineers 404/401 permit.

B The project requires professional services for the Wyoming Stream Quantification Tool monitoring field survey and report.

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 as listed in Exhibit “A” attached hereto and made part of this Contract.

#### **2 TIME OF PERFORMANCE**

The services of the Consultant shall be undertaken and completed on or before the 31<sup>st</sup> day of December 2026, and as set forth in Exhibit A, Section 3.0 Project Schedule

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 total of Fifty-two Thousand Nine Hundred Eighty-eight and 87/100 Dollars (\$52,988 87) Compensation by task is broken down by year and task in Exhibit A, Section 2.0 Project Cost.

4      METHOD OF PAYMENT

Progress payments will be made monthly following completion of the items set forth herein and receipt of itemized monthly invoices, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5      TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS

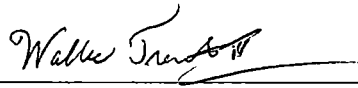
6      EXTENT OF CONTRACT

This Contract represents the entire and integrated Agreement between the City and the 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

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Stantec Consulting Services Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



# **CONTRACT FOR PROFESSIONAL SERVICES**

## **PART II - GENERAL TERMS AND CONDITIONS**

### **1 TERMINATION OF CONTRACT**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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 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 Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9 PERSONNEL

The 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.

10 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.

11 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.

12 LIMITATION OF LIABILITY.

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to 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.

13 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.

14 WYOMING GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq , and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15 NO THIRD PARTY BENEFICIARY RIGHTS

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16 FORCE MAJEURE.

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17 ELECTRONIC SIGNATURES.

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover

or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.





Stantec Consulting Services Inc  
3325 South Timberline Road Suite 150, Fort Collins CO 80525-2903

June 10, 2022

Attention: Jolene Martinez  
City of Casper  
124 North David  
Casper, Wyoming

**Reference: North Platte River 1st Street Reach Monitoring Project Scope of Work and Fee Proposal**

Dear Jolene,

Stantec Consulting Services Inc (Stantec) is pleased to provide the following scope of work and not-to-exceed fee estimate to the City of Casper (City) for the 5-year post-construction monitoring report. Construction of the North Platte 1<sup>st</sup> Street Reach River (Project Site) restoration project was considered substantially completed in February 2022. The Project Site begins on the downstream side of the Poplar Street Bridge, and extends downstream under First Street, and ends at the Burlington Northern-Santa Fe (BNSF) railroad bridge. Obligations outlined in the 404/401 permit require a 5-year monitoring period upon completion of construction. Existing site conditions prior to construction were documented by Stantec through guidelines provided by the Wyoming Stream Quantification Tool (WSQT). The WSQT parameters measured during the existing site survey include those that primarily focus on geomorphology and reach hydrology/hydraulics categories.

Stantec provides herein a Scope of Work (the Scope) that includes monitoring of the North Platte River 1<sup>st</sup> Street Reach project required by the 404/401 permit. We look forward to working with you and your team and thank you for the opportunity.

## 1.0 Work Plan

### Task 1 - Project Management

Stantec will perform routine project management for the monitoring of the North Platte River 1<sup>st</sup> Street Reach Project, including project setup and planning, establishment and maintenance of internal project control tools, periodic invoicing, project tracking, development and updating of the project schedule, document control, phone meetings, and coordination between the Stantec monitoring team, subconsultants, and client.

#### Assumptions:

- Stantec will apply our standard health and safety plan for fieldwork based on flow conditions and season of work.
- No in-person meetings will be required for this work.

## Tasks 2-5 – SQT Monitoring Field Survey and Report

Stantec will perform five annual monitoring events of the Project Site by documenting the WSQT parameters agreed upon by the United States Army Corps of Engineers (USACE) Omaha District as part of the 404/401 permit. These parameters, outlined below, will be monitored by a combination of annual bathymetry surveys by a licensed PLS, and field assessments by a Stantec River Restoration specialist. Following the field assessments, the required parameters will be input into the WSQT tool to evaluate the functional conditions of the project. An annual report will be drafted to summarize the evaluated metrics, document the functional condition of the Project Site and detail any maintenance actions if measured parameters do not meet the WSQT requirements. Annual reports will be submitted to the USACE Omaha District. Assumed timing of field surveys will be dependent on water-levels during low flow conditions, typically occurring late August/early September.

### Data to be collected during field survey

- Bank Height Ratio and Entrenchment Ratio
- No. of LWD pieces/100 meters
- BEHI/NBS
- Percent Streambank Erosion (%)
- Percent Armoring (%)
- Pool Spacing Ratio (Desktop Analysis but field verified that designed pools are maintaining)
- Pool Depth Ratio
- Aggradation Ratio
- Photo Documentation

As per the concurrence with the USACE Omaha District Project Manager (Paige Wolken, email on 5/5/2022), the following schedule and methods have been agreed upon as sufficient and appropriate for permit verification.

This year (2022) will serve as the Year 1 monitoring period. The baseline monitoring conditions will be based upon the as-built survey conducted by (Civil Engineering Professional Inc.) in February 2021, from which the values of Pool Spacing, Pool Depth Ratio, and Aggradation Ratio will be recorded. Year 1 photo documentation and field assessment of the remaining WSQT metrics have taken place in April 2022. A summary report will be developed and submitted to the USACE Omaha District by December 31, 2022.

The 2023 – 2026 monitoring events will serve as Monitoring Periods 2-5. The events will include riffle and pool cross sections, and longitudinal profiles utilizing ground based and bathymetric survey techniques. This data will be collected by a licensed PLS and submitted to Stantec. Stantec will evaluate the survey data to document the Pool Spacing, Pool Depth Ratio, and Aggradation Ratio for input into the WSQT. The remaining WSQT parameters will be collected during field visits by the Stantec team. A summary report will be developed and submitted to the USACE Omaha District by December 31 of each monitoring year.

In monitoring years 2023 and 2026, high-quality, georeferenced aerial imagery will be collected via drone to provide photo documentation of the project from above.

Annual surveys for years 1 through 5 are broken out into individual tasks.

In addition to annual report, a project closeout report will be compiled and submitted to the USACE Omaha District.

## Assumptions

- One, single day site visit by Stantec River professionals per year to perform annual survey
- Project budget assumes a rate escalation of 3% per year

## Deliverables

- Annual report summarizing WSQT standardized metrics and (if necessary) possible corrective action
- Photo log from designated photo points
- Cross Sections and Longitudinal Profile from Survey
- Drone produced Aerial Imagery for monitoring years 2023 and 2026

## 2.0 Project Cost

As proposed, the scope of work described above will be performed in accordance with the terms and conditions outlined within the Agreement between Stantec and the City. All work will be billed on a time and material basis, not to exceed \$52,988.87 including all labor and expenses. A budget breakdown by task is provided below.

Task	Fee
Task 1 Project Management	\$3,807.99
Task 2 Year 1 Monitoring Survey and Report (2022)	\$5,546.00
Task 3 Year 2 Monitoring Survey and Report (2023)	\$11,164.39
Task 4 Year 3 Monitoring Survey and Report (2024)	\$9,468.93
Task 5 Year 4 Monitoring Survey and Report (2025)	\$9,650.60
Task 6 Year 5 Monitoring Survey and Report (2026)	\$13,350.96

**Grand Total = \$52,988.87**

### 3.0 Project Schedule

The table below provides a schedule of tasks required to complete the proposed scope of work. The completion date is based on an estimated Notice to Proceed by June 6, 2022. This schedule will shift based on the date of Notice to Proceed and unforeseen delays such as inclement weather and extended review periods.

Task Number	Task Name	Start Date	End Date
1	Project Management	2022-06-07	2026-12-31
2	Year 1 Monitoring Survey and Report	2022-06-07	2022-12-31
2 1	Report	2022-06-07	2022-12-31
3	Year 2 Monitoring Survey and Report	2023-08-11	2023-12-30
3 1	Field Assessment	2023-08-11	2023-08-11
3 2	Report	2023-08-25	2023-12-31
3 3	PLS Survey	2023-08-11	2023-08-22
4	Year 3 Monitoring Survey and Report	2024-08-09	2024-12-31
4.1	Field Assessment	2024-08-09	2024-08-09
4 2	Report	2024-08-25	2024-12-31
4 3	PLS Survey	2024-08-11	2024-08-22
5	Year 4 Monitoring Survey and Report	2025-08-11	2025-12-31
5.1	Field Assessment	2025-08-11	2025-08-11
5 2	Report	2025-08-25	2025-12-31
5 3	PLS Survey	2025-08-11	2025-08-22
6	Year 5 Monitoring Survey and Report	2026-08-11	2026-12-31
6 1	Field Assessment	2026-08-11	2026-08-11
6 2	Report	2026-08-25	2026-12-31
6 3	PLS Survey	2026-08-11	2026-08-22

June 10, 2022

Jolene Martinez

Page 5 of 5

Reference North Platte River 1st Street Reach Monitoring Project Scope of Work and Fee Proposal

Regards,

**Stantec Consulting Services Inc**

Dinkins, Timothy

Digitally signed by Dinkins, Timothy  
DN: CN="Dinkins, Timothy"  
OU=Internal, OU=users,  
OU=stantec, DC=corp, DC=ads  
Date: 2022.06.10 15:18:12-06'00'

**T.C. Dinkins, PE**

Senior Associate

Phone 970 449 8633

T.C.Dinkins@Stantec.com

Klavon,  
Kate

Digitally signed by  
Klavon, Kate  
Date: 2022.06.10  
15:32:27 -06'00'

**Kate Klavon, PE**

Project Manager

Phone 719 278-1303

Kate.Klavon@stantec.com

By signing this proposal, the City of Casper authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions

This proposal is accepted and agreed on the Day day of Month, Year

Per City of Casper

\_\_\_\_\_

Print Name & Title

\_\_\_\_\_

Signature

Attachment Stantec Fee Proposal  
USACE Approved 404 Permit  
Email From USACE Project Manager (Paige Wolken)

CC

# **Stantec Fee Schedule**



## FEE ESTIMATE - North Platte 1st Street WSQT Monitoring

	Project Manager	Lead Design Engineer	Project Engineer	Rental Car	Meals	Hotel	PLS Survey
Name	Klavon, Kate	Dinkins, T C	Philbin, Pat				
Project Billing Rate	\$163.00	\$153.00	\$141.00	\$100.00	\$50.00	\$150.00	\$1.04
Total Units (T&M)	28.00	80.00	118.00	8.00	8.00	8.00	14,400.00
Fee (T&M)	\$4,564.00	\$12,240.00	\$16,638.00	\$800.00	\$400.00	\$1,200.00	\$14,976.00
Escalation (T&M)	\$272.37	\$833.49	\$1,065.01	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee (T&M)	\$4,836.37	\$13,073.49	\$17,703.01	\$800.00	\$400.00	\$1,200.00	\$14,976.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	226.00	\$35,612.87	\$2,400.00	\$14,976.00	\$52,988.87
Total	226.00	\$35,612.87	\$2,400.00	\$14,976.00	\$52,988.87

Task Number	Task Name	Start Date	End Date	Units
Task 1	Project Management	2022-06-07	2026-12-31	22.00
Task 2	Year 1 Monitoring Survey and Report	2022-06-07	2022-12-30	2.00 12.00 24.00
Task 3	Year 2 Monitoring Survey and Report	2023-08-11	2023-12-31	1.00 16.00 22.00 2.00 2.00 2.00 4,500.00
Task 4	Year 3 Monitoring Survey and Report	2024-08-09	2024-12-31	1.00 16.00 22.00 2.00 2.00 2.00 2,700.00
Task 5	Year 4 Monitoring Survey and Report	2025-08-11	2025-12-31	1.00 16.00 22.00 2.00 2.00 2.00 2,700.00
Task 6	Year 5 Monitoring Survey and Report	2026-08-11	2026-12-31	1.00 20.00 28.00 2.00 2.00 2.00 4,500.00

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	22.00	\$3,807.99	\$0.00	\$0.00	\$3,807.99
Time & Material	38.00	\$5,546.00	\$0.00	\$0.00	\$5,546.00
Time & Material	39.00	\$5,884.39	\$600.00	\$4,680.00	\$11,164.39
Time & Material	39.00	\$6,060.93	\$600.00	\$2,808.00	\$9,468.93
Time & Material	39.00	\$6,242.60	\$600.00	\$2,808.00	\$9,650.60
Time & Material	49.00	\$8,070.96	\$600.00	\$4,680.00	\$13,350.96

# **USACE Approved 401/404 Permit**





**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, OMAHA DISTRICT**  
**WYOMING REGULATORY OFFICE**  
**2232 DELL RANGE BOULEVARD, SUITE 210**  
**CHEYENNE WY 82009-4942**

August 2, 2019

Mr Scott Baxter  
City of Casper  
200 North David Street  
Casper, Wyoming 82601

Dear Mr Scott Baxter:

This letter is in response to a pre-construction notification (PCN) we received from the Golder Associates, Inc. (Golder) on April 12, 2019, concerning Department of the Army authorization for the North Platte River Restoration Project – First Street Reach. The project area is located in Section 4, Township 33 North, Range 79 West, Natrona County, Wyoming with a centroid near 42.849912°, -106.332825°

The U.S Army Corps of Engineers regulates the placement of dredged and fill material into waters of the United States in accordance with Section 404 of the Clean Water Act (33 U.S.C 1344). The term "waters of the United States" has been broadly defined by statute, regulation, and judicial interpretation to include all waters that were, are, or could be used in interstate commerce such as streams, reservoirs, lakes and adjacent wetlands. The Corps regulations are published in the *Code of Federal Regulations* as 33 CFR Parts 320 through 332. Information on Section 404 program requirements in Wyoming can be obtained from our website:  
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>

The City of Casper is authorized to perform stream enhancement activities that increase river function by improving bank and channel geometry, fish and wildlife habitat, and riparian vegetation coverage. To accomplish these goals the applicant may construct channel-sparring bars, excavate pools, install toe-wood revetments, armor critical banks with boulders, place in-stream boulders to provide fish habitat, and re-grade and plant the stream banks with native vegetation. Specifically, the City of Casper is authorized to cut 14,200 cubic (cu) yards of material and discharge 9,800 cu yards of alluvium below the ordinary high water. Additionally, the City may discharge up to 690 cu yards of boulder fill and 2,620 cu yards of select material fill in the North Platte River. This cut and fill activities may occur along 2,700 linear feet of stream, between South Poplar and First Streets, in accordance with the plans submitted to this office dated April 10, 2019.

Based on the information provided, it has been determined that the regulated activities described above are authorized by Nationwide Permit NWP 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities as defined in the *Federal Register* published on January 6, 2017 (Vol. 82 No 4). A copy of NWP 27 is enclosed. Please take time to carefully review the terms and all of the General Conditions of NWP 27. In addition to the general conditions of this verification, project specific conditions have been added to ensure minimal adverse effect to the environment and document function lift:

a) Within 60 days of project completion you must submit as-built drawings to the Wyoming Regulatory office which detail all work accomplished under this permit and highlight any deviations from the designs submitted to this office dated April 10, 2019

b) Beginning the calendar year after construction, you must provide a yearly monitoring report to the Wyoming Regulatory Office which tracks the functional conditions of the treated stream. The report must be received by December 31 each year, for five years, or until the project is considered fully successful. The report must summarize the existing conditions within the treated reach and the Wyoming Stream Quantification Tool (WSQT) must be used to monitor the project's effect on specific WSQT metrics and overall functional lift to the North Platte River. If after a period of five years the project has not resulted in a function lift, remedial actions may be required.

In a letter to you dated June 21, 2019, the Wyoming Department of Environmental Quality (WDEQ) certified that use of NWP 27 for activities described above is acceptable provided all terms and conditions are followed and construction is conducted in a manner which does not result in a violation of any applicable water quality standard. A copy of WDEQ's letter is enclosed. **Please note that the WDEQ has added specific requirements to its certification that are hereby incorporated as special conditions of NWP 27 for this project.**

The City of Casper is authorized to commence with the activities described above as the permittee in accordance with NWP 27. The permittee is responsible for ensuring that all activities undertaken at the location specified above comply with all of the terms and conditions of NWP 27. If a contractor or other authorized representative will be accomplishing any activities on the permittee's behalf, it is recommended that they be provided a copy of this letter and the attached permit so that they are also aware of the terms and conditions of NWP 27. Any regulated activities that do not comply with NWP 27 will be considered unauthorized and all responsible parties will be subject to appropriate enforcement action.

Also enclosed is a Compliance Certification form. Please complete the form and return it to this office within 30 days after project completion as required by General Condition 30. The purpose of the form is to document which activities were actually completed and to certify that the activities were accomplished in compliance with the terms and conditions of NWP 27.

Please be aware that issuance of a Department of the Army permit does not eliminate the requirement to obtain any other applicable federal, state, tribal, or local permits. In addition, any deviations from the plans and specifications for the project, prepared by Golder could require additional authorization.

This verification will be valid until **March 18, 2022**, unless NWP 27 is modified, suspended, or revoked prior to that date. Please contact me by email at [Matthew.C.Sailor@usace.army.mil](mailto:Matthew.C.Sailor@usace.army.mil) or by phone at (307) 772-2300 ext. 5 if you have any questions concerning this verification and reference file NWO-2019-00640-RWY

Sincerely,

Mike T. Happold  
Program Manager  
Wyoming Regulatory Office

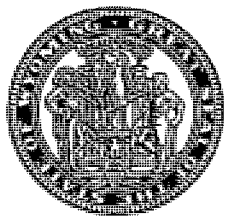
Enclosures

Copies Furnished.

Eric Hargett  
Wyoming Department of Environmental Quality  
Water Quality Division  
200 West 17<sup>th</sup> Street  
Cheyenne, Wyoming 82002

Elizabeth Kidner  
Golder Associates, Inc.  
1085 McDougall Drive  
Lander, Wyoming 82520

The Omaha District, Regulatory Branch, Wyoming Regulatory Office is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete a Customer Service Survey found on our web site <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>. Paper copies of the survey are also available upon request for those without Internet access.



Mark Gordon, Governor

# Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.*



Todd Parfitt, Director

June 21, 2019

Scott Baxter  
City of Casper  
200 North David  
Casper, Wyoming 82601

**RE. Certification of Nationwide Permit #27, File NWO-2019-00640 to undertake stream enhancement and restoration activities along an 2,700-foot segment of the North Platte River in Casper, Wyoming The project area is located in the NW of Section 9 and SW of Section 4, Township 33 North,,Range 79 West, Natrona County, Wyoming**

Dear Mr Baxter,

In accordance with the provisions of Section 401 of the Clean Water Act, the Wyoming Department of Environmental Quality (WDEQ) has reviewed the preconstruction notification submitted on your behalf by Golder Associates, Inc. and hereby grants certification of Nationwide Permit #27 for this project, subject to conditions described below

The purpose of this project is to enhance channel geomorphic form and function, improve fish and wildlife habitat, stabilize eroding banks, enhance riparian and upland areas using native species, improve passive treatment of storm water, and improve aesthetics along a 2,700-foot segment of the North Platte River immediately downstream of the former BP-Amoco refinery

Proposed activities include construction of three channel-spanning rock vane structures that will improve channel profile, function as grade control and reorient flows to minimize erosion of banks and infrastructure, installation of toe wood and boulder to improve bank stability; modification of channel dimensions to construct a low flow channel, pool excavation, random boulder placements to improve aquatic habitat; and riparian/wetland vegetation plantings to improve aesthetics, storm water treatment and contribute to bank stability

Clearing and grading activities below the ordinary high water mark would displace 13,800 cubic yards (CY) of material with approximately 4,100 CY of this total removed from the project area Approximately 2,850 CY of imported material would be used to construct treatments. A total of 1,270-feet of stream bank would be stabilized with toe-wood whereas hard armoring would be used on 370-feet of stream bank. A total of 0.6 acre of wetland would be permanently impacted though it's anticipated the project will create 0.8 acre of new wetland for a net gain of 0.2 acre

Special Conditions of Certification

- 1 Construction activities within Reach 1 of the project area shall be conducted “in the dry” using full isolation methods (coffer dams or similar structures) and in accordance with the June 10, 2019 *Contamination Release Mitigation Plan, North Platte River Restoration – First Street Reach (18104059-0003-3-R-0)* developed by Golder Associates, Inc. Reach 1 is identified as the project area from Poplar Street downstream to the Fisherman’s Statue. Reach 1 has been identified as a high risk for encountering hydrocarbons or other hazardous substances due to its proximity to the former BP-Amoco refinery.
2. Construction activities within Reach 2 of the project area will use an adaptive management approach to construct “in the wet” in locations of the river that have been determined to be low risk of encountering hydrocarbons or other hazardous substances. Identification of low risk areas will be determined through pre-construction testing and evaluation as specified in the June 10, 2019 *North Platte River First Street Reach Pre-Construction Testing Scope of Work (technical memorandum 18104059-6-SOW-1)* developed by Golder Associates and in accordance with the June 10, 2019 *Contamination Release Mitigation Plan, North Platte River Restoration – First Street Reach (18104059-0003-3-R-0)*. Use of full isolation methods shall be required for all areas within Reach 2 that are not identified as low risk. Reach 2 is identified as the project area from the Fisherman’s Statue downstream to the BNSF bridge. Reach 2 has been identified as a lower risk for encountering hydrocarbons relative to Reach 1.
- 3 During construction, the applicant, its contractors and affiliated project staff shall comply with all objectives, activities and procedures described in detail within the June 10, 2019 *Contamination Release Mitigation Plan, North Platte River Restoration – First Street Reach (18104059-0003-3-R-0)* that include but are not limited to
  - a. Implementation of control measures to minimize the risk for any hydrocarbon or other hazardous substance release
  - b. Adhering to procedures for testing and determination of excavated and imported material as fill
  - c. Implementation of control measures to minimize sediment entry into the river from construction areas using turbidity curtains, silt fences, straw bales and other appropriate best management practices
  - d. Implementation of control measures to minimize any potential release of hydrocarbons or other hazardous substances from exiting the project area using absorbent booms and other appropriate best management practices
  - e. Implementation of inspection, testing, and reporting procedures
  - f. Implementation of the leveled response, notification, handling and disposal procedures for any release of hydrocarbon or other hazardous substance

- g Ensuring that contingency equipment and materials are on-site and ready for immediate deployment in the event of any release of hydrocarbon or other hazardous substance
- 4 Visual inspections of the project area are required monthly, after bi-annual river flushes, and after spring flows for two years following completion of construction or until the minimum 70% of vegetation has been established on disturbed areas. The post-construction inspection shall include
  - a. Inspection of the banks for erosion
  - b. Inspection for any oil sheen or visible oil in the river
  - c. Inspection of vegetation recruitment and progress
- 5 Submission of a project completion report to the WDEQ 401 certification coordinator at [eric.hargett@wyo.gov](mailto:eric.hargett@wyo.gov) and the USACE project lead at [matthew.c.sailor@usace.army.mil](mailto:matthew.c.sailor@usace.army.mil) is required within 60 days of completion of construction. This report shall provide representative and comparative pre- and post-construction photographs of treatments implemented as described in the PCN. In addition, the report shall include written and photographic documentation of the work that was done, including all information regarding any contamination that was encountered and the response, field and laboratory test results, as well as waste management and release and response activities. An as-built plan view map is also required with the project completion report.

#### Other Conditions of Certification

- 6 Vegetation must be protected except where its removal is absolutely necessary for completion of the work. Re-vegetate disturbed soil in a manner that optimizes plant establishment for that specific site. Revegetation may include topsoil replacement, planting, seeding, fertilization and weed-free mulching as necessary. Native material shall be used where appropriate and feasible. Re-vegetate cut and fill slopes with appropriate species to prevent erosion.
- 7 All excess stockpiled, dredged or excavated material shall be disposed of at an upland site, not in a wetland or watercourse. All measures and precautions shall be taken to prevent entry of said material into a watercourse or wetland during high water/flow events.
- 8 This certification requires all equipment to be inspected for oil, gas, diesel, anti-freeze, hydraulic fluid and other petroleum leaks. All such leaks will be properly repaired and equipment cleaned prior to being brought on-site. Leaks that occur after the equipment is on-site will be repaired within one day or removed from the project area. The equipment is not allowed to continue operating upon discovery of a leak. In addition, compliance with all State and Federal requirements for storage of petroleum products and solvents is required.

- 9 Any temporary crossings, bridge supports, cofferdams or other structures must be designed to handle high flows/water anticipated to occur while these structures are present. All temporary structures must be completely removed from the waterbody at the conclusion of the permitted activity and the area restored to a natural appearance.
- 10 Construction equipment should not be operated below the existing water surface except as follows
  - i Fording at one location is acceptable, however, vehicles should not push or pull material along the bed or banks below the existing water level Impacts from fording should be minimized
  - ii Work below the waterline which is essential must be carried out in a manner which minimizes impacts to the aquatic system and water quality
- 11 Where applicable, adequate stabilization and erosion control measures are required for all treatments to minimize erosion of these enhancements during high flows Stabilization and erosion control measures shall include only native material where appropriate and feasible.
- 12 For activities that occur within ten stream miles of a downstream public water supply intake, the responsible parties for the public water supply intake shall be notified and all concerns addressed prior to the commencement of the activities Documentation of this notification and how concerns were addressed shall be kept on file and be made available upon request.
- 13 All fill material should be placed and compacted and subsequently protected from erosion Where applicable, areas proposed for fill should be cleared of all vegetation, debris and other materials that may destabilize the fill
- 14 The tops of grade control structures, point bars, rock structures, boulder placements, log revetments, cross/rock/log vanes, benches or any other similar treatments shall not exceed the bankfull elevation
- 15 Structures used for bank stabilization must meet the following criteria. 1) where applicable the hydraulic drop over the structure crest should not exceed 0.5 feet to maintain fish passage, 2) where applicable header rocks should be spaced at least 1/4 to 1/3 of the average head rock diameter, 3) the tops of all in-stream structures shall not exceed the bankfull elevation, 4) the tops of toe wood and vanes should intercept the bank at approximately 0.5 of the bankfull elevation, and 5) structure vane angle should not exceed 30 degrees as measured upstream from the vane arm to the tangent line where the vane intercepts the bank.

RESOLUTION NO 22-126

A RESOLUTION AUTHORIZING EXECUTION OF  
A PROFESSIONAL SERVICES AGREEMENT WITH  
STANTEC CONSULTING SERVICES, INC FOR NORTH  
PLATTE RIVER FIRST STREET REACH REQUIRED PERMIT  
MONITORING

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival, and,

WHEREAS, the City of Casper received a 404/401 U S Army Corps of Engineers permit to construct the First Street reach of the North Platte River restoration project; and,

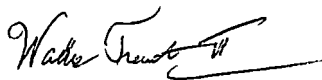
WHEREAS, the permit requires five years of monitoring and the City of Casper desires to contract with Stantec Consulting Services Inc to conduct monitoring.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Stantec Consulting Services, Inc , in the amount not to exceed Fifty-two Thousand Nine Hundred Eighty-eight Dollars and eighty-seven cents (\$52,988 87)

BE IT FURTHER RESOLVED That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED AS TO FORM.



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



June 23, 2022

MEMO TO J Carter Napier, City Manager FT for JCU  
FROM. ~~AS~~ Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief  
SUBJECT Regional Response Grant #21 Amendment

**Meeting Type & Date**

Regular Council Meeting  
July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve Amendment One for Regional Response Grant #21

**Summary**

Regional Response Grant #21 for \$91,296 00 was originally approved by Council on February 1, 2022 for the purpose of purchasing and shipping of one cargo container trailer with eligible accessories. This project was sent out to bid, but came in over-budget and therefore was determined to be unfeasible. A grant amendment was approved by the Wyoming Department of Homeland Security to change the scope of the grant to purchase a Ford F550 crew cab chassis to be used as a primary response vehicle to transport crews and equipment to Regional Response calls.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Jason Speiser; Deputy Chief

**Attachments**

Amendment One Grant Award Agreement; Grant ID #21-SHSP-RR2-RR-AET1

**AMENDMENT ONE TO THE GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Office of Homeland Security (Agency), whose address is. 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is. 200 N David Street, Casper, WY 82601

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Award Agreement (Agreement) between the Agency and the Subrecipient. The purpose of this Amendment is to replace Attachment A, Project Description, with Attachment A-1, Updated Project Description.

The original Agreement, dated February 11, 2022, allowed the Subrecipient to expend Grant funds for the purchase and shipping of one cargo container trailer with eligible accessories for a total Agreement amount of ninety-one thousand, two hundred ninety-six dollars and zero cents (\$91,296 00) with an expiration date of August 31, 2023

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. As of the Effective Date of this Amendment, Attachment A, Project Description, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Updated Project Description, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A, Project Description" in the original Agreement are amended to read. "Attachment A-1, Updated Project Description."

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency

**8. General Provisions.**

- A. Entirety of Contract.** The original Agreement, consisting of eighteen (18) pages, Attachment A, Project Description, consisting of one (1) page; this Amendment One, consisting of three (3) pages, and Attachment A-1, Updated Project Description, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**AGENCY: WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT: CITY OF CASPER**

\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Designee

\_\_\_\_\_  
Date


\_\_\_\_\_  
Attested By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested By

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #221909  
\_\_\_\_\_  
Tyler M. Renner, Supervising Attorney General

05-20-2022  
\_\_\_\_\_  
Date

## **Attachment A-1: Updated Project Description**

**City of Casper**

**Project ID: 21-SHSP-RR2-RR-AET1**

The following submitted project(s) have been approved for the Federal Fiscal Year 2021 U S Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

<b>Description</b>	<b>Amount</b>
Eligible Expenses as follows. <ul style="list-style-type: none"><li>• For the purchase of A Ford F550 Crewcab 4x4 Chassis</li></ul>	<b>\$91,296.00</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2021 SHSP grant, please contact:

Chérie Schlumpf, Grant Program Manager  
Wyoming Office of Homeland Security  
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief  
Wyoming Office of Homeland Security  
307-777-4907

APPROVAL AS TO FORM

I have reviewed *Amendment One to the Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper* (Grant ID 21-SHSP-RR2-RR-AET1) and approve it as to form on behalf of the City of Casper, Wyoming.

This 24<sup>th</sup> day of May 2022.

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

Wallace Trembath III  
Deputy City Attorney

## **Attachment A: Project Description**

**City of Casper**

**Project ID: 21-SHSP-RR2-RR-AET1**

**IJ ID #: 8.1**

The following submitted project(s) have been approved for the Federal Fiscal Year 2021 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

**REMINDER.** Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

<b>Description</b>	<b>Amount</b>
Eligible Expenses as follows. <ul style="list-style-type: none"><li>• Purchase and shipping of one cargo container trailer with eligible accessories as outlined in Budget Narrative</li></ul>	<b>\$91,296.00</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2021 SHSP grant, please contact:

Chérie Schlumpf, Grant Program Manager  
Wyoming Office of Homeland Security  
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief  
Wyoming Office of Homeland Security  
307-777-4907

RESOLUTION NO 22-127

A RESOLUTION AUTHORIZING AMENDMENT ONE  
TO THE GRANT AWARD AGREEMENT BETWEEN  
THE WYOMING OFFICE OF HOMELAND SECURITY  
AND CITY OF CASPER.

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Ninety-One Thousand Two Hundred Ninety-Six Dollars (\$91,296), and,

WHEREAS, the parties desire to enter into Amendment One to the Grant Award Agreement extending the term of Grant and modifying the goods the funds will be expended on. The grant funds will be used to purchase Regional Response Equipment, to include a Ford F550 Crew Cab Chassis to be used to transport personnel and equipment to Regional Response calls.

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 authorizing Amendment One to the above described Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



June 24, 2022

MEMO TO J Carter Napier, City Manager *?? for JCN*  
FROM. ~~J~~ Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief  
SUBJECT Regional Response Grant #20 Amendment

**Meeting Type & Date**

Regular Council Meeting

July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve Amendment One for Regional Response Grant #20

**Summary**

Regional Response Grant #20 for \$109,000 was originally approved by Council on August 27, 2021 for the purpose of purchasing a self-loading container bed, cargo containers, and cargo container trailer. This project was sent out to bid, but came in over-budget and therefore was determined to be unfeasible. A grant amendment was approved by the Wyoming Department of Homeland Security to change the scope of the grant to purchase a custom service body for a F550 chassis, and 8 Scott escape packs and associated equipment for confined space rescue.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Jason Speiser; Deputy Chief

**Attachments**

Amendment One Grant Award Agreement, Grant ID #20-SHSP-RR2-RR-HRT20

## **Attachment A: Project Description**

**City of Casper**

**Project ID: 20-SHSP-CAS-HRT20**

**IJ: CBRNE Response**

The following submitted project(s) have been approved for the Federal Fiscal Year 2020 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Description	Amount
For the purchase of a self loading container bed, cargo containers, cargo container trailer	<b>\$109,000.00</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2019 SHSP grant, please contact:

SHSP Grant Manager  
Wyoming Office of Homeland Security  
307-777-4917

Security Unit Chief  
Wyoming Office of Homeland Security  
307-777-4907

**AMENDMENT ONE TO THE GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

1 **Parties.** This Amendment is made and entered into by and between the Wyoming Office of Homeland Security (Agency), whose address is 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is 201 N David Street 2<sup>nd</sup> Floor, Casper, WY 82601

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Award Agreement (Agreement) between the Agency and the Subrecipient. The purpose of this Amendment is to a) extend the term of the Agreement through May 31, 2023, and b) replace Attachment A, Project Description, with Attachment A-1, Updated Project Description.

The original Agreement, dated August 27, 2021, allowed the Subrecipient to expend Grant funds for the purchase of a self-loading container bed, cargo containers, and a cargo container trailer for a total Agreement amount of one hundred nine thousand dollars and zero cents (\$109,000 00) with an expiration date of August 31, 2022.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. As of the Effective Date of this Amendment, all references to the end date of the Performance Period of the Agreement in the original Agreement, and in any amendments thereto, are amended to read May 31, 2023

B. As of the Effective Date of this Amendment, Attachment A, Project Description, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Updated Project Description, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A, Project Description" in the original Agreement are amended to read. "Attachment A-1, Updated Project Description."

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of eighteen (18) pages, Attachment A, Project Description, consisting of one (1) page; this Amendment One, consisting of three (3) pages, and Attachment A-1, Updated Project Description, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo Stat. § 9-2-3204(b)(iv)

**AGENCY: WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT: CITY OF CASPER**

\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

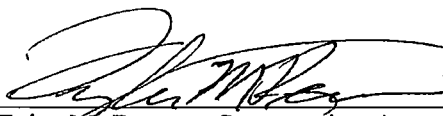
\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #221907  
\_\_\_\_\_  
Tyler M. Renner, Supervising Attorney General

05-23-2022  
\_\_\_\_\_  
Date

## Attachment A-1: Updated Project Description

**City of Casper**

**Project ID. 20-SHSP-CAS-HRT20**

The following submitted project(s) have been approved for the Federal Fiscal Year 2020 U S Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Description	Amount
Eligible Expenses as follows <ul style="list-style-type: none"><li>• The purchase of a custom service body for the Ford F550</li><li>• Eligible equipment and accessories for Scott Escape Packs</li></ul>	<b>\$109,000.00</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2020 SHSP grant, please contact:

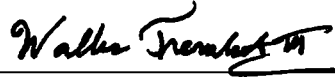
Chérie Schlumpf, Grant Program Manager  
Wyoming Office of Homeland Security  
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief  
Wyoming Office of Homeland Security  
307-777-4907

APPROVAL AS TO FORM

I have reviewed *Amendment One to the Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper Grant ID#20-SHSP-CAS-HRT20* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated. May 25, 2022

A handwritten signature in black ink, reading "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO 22-128

A RESOLUTION AUTHORIZING AMENDMENT ONE  
TO THE GRANT AWARD AGREEMENT BETWEEN  
THE WYOMING OFFICE OF HOMELAND SECURITY  
AND CITY OF CASPER.

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of One Hundred Nine Thousand Dollars (\$109,000); and,

WHEREAS, the parties desire to enter into Amendment One to the Grant Award Agreement extending the term of Grant and modifying the goods the funds will be expended on. The grant funds will be used to purchase Regional Response Equipment, to include a custom service body for F550 Chassis and Scott Escape Packs and Accessories.

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 authorizing Amendment One to the above described Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



June 24, 2022

MEMO TO J Carter Napier, City Manager *for JCN*  
FROM. ~~JB~~ Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief  
SUBJECT Regional Response Grant #19 Amendment

**Meeting Type & Date**

Regular Council Meeting  
July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve Amendment Two for Regional Response Grant #19

**Summary**

Regional Response Grant #19 for \$104,000 was originally approved by Council on June 16, 2020 for the purpose of purchasing a prime mover truck with a 14' flat bed. This project was sent out to bid and came in over budget and was therefore declared unfeasible. A grant amendment was approved by the Wyoming Department of Homeland Security to change the scope of the grant to purchase 10 hazmat air packs, 1 hour bottles, and accessories.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Jason Speiser; Deputy Chief

**Attachments**

Amendment Two Grant Award Agreement; Grant ID #19-SHSP-RR2-RR-HRT19

**AMENDMENT TWO TO THE GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

1 **Parties.** This Amendment is made and entered into by and between the Wyoming Office of Homeland Security (Agency), whose address is. 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is. 201 N David Street 2<sup>nd</sup> Floor, Casper, WY 82601

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Grant Award Agreement (Agreement) between the Agency and the Subrecipient. The purpose of this Amendment is to a) extend the term of the Agreement through June 30, 2023, and b) replace Attachment A, Project Description, with Attachment A-1, Updated Project Description.

The original Agreement, dated June 30, 2020, allowed the Subrecipient to expend Grant funds for the purchase of one (1) prime mover truck with a 14' flat stake bed for a total Agreement amount of one hundred four thousand dollars and zero cents (\$104,000 00) with an expiration date of June 30, 2021

Amendment One, dated June 30, 2021, amended the original Agreement to extend the term of the Agreement through August 31, 2022.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

A. As of the Effective Date of this Amendment, all references to the end date of the Performance Period of the Agreement in the original Agreement, and in any amendments thereto, are amended to read. June 30, 2023

B. As of the Effective Date of this Amendment, Attachment A, Project Description, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Updated Project Description, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A, Project Description" in the original Agreement are amended to read. "Attachment A-1, Updated Project Description."

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7 **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page; Exhibit 1, consisting of two (2) pages, the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), consisting of thirty (30) pages, the Point of Contact Information Form, consisting of one (1) page; Amendment One, consisting of three (3) pages, this Amendment Two, consisting of three (3) pages, and Attachment A-1, Updated Project Description, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

- 9 **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo Stat. § 9-2-3204(b)(iv).

**AGENCY· WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT· CITY OF CASPER**

\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date


\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
Tyler M. Renner, Supervising Attorney General

05-20-2022  
Date

## **Attachment A-1: Updated Project Description**

**City of Casper**

**Project ID: 19-SHSP-RR2-RR-HRT19**

The following submitted project(s) have been approved for the Federal Fiscal Year 2019 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

<b>Description</b>	<b>Amount</b>
Eligible Expenses as follows. <ul style="list-style-type: none"><li>• The purchase of eligible equipment such as Hazmat air packs with eligible accessories</li></ul>	<b>\$104,000.00</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2019 SHSP grant, please contact:

Chérie Schlumpf, Grant Program Manager  
Wyoming Office of Homeland Security  
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief  
Wyoming Office of Homeland Security  
307-777-4907

APPROVAL AS TO FORM

I have reviewed *Amendment Two to the Grant Award Agreement between Wyoming Office of Homeland Security and the City of Casper Grant ID #19-SHSP-RR2-RR-HRT19* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated. May 25, 2022

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

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO 22-129

A RESOLUTION AUTHORIZING AMENDMENT TWO  
TO THE GRANT AWARD AGREEMENT BETWEEN  
THE WYOMING OFFICE OF HOMELAND SECURITY  
AND CITY OF CASPER.

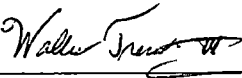
WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of One Hundred Four Thousand Dollars (\$104,000); and.

WHEREAS, the parties desire to enter into Amendment Two to the Grant Award Agreement extending the term of Grant and modifying the goods the funds will be expended on. The grant funds will be used to purchase Regional Response Equipment, to include 10 hazmat air packs, bottles, and accessories.

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 authorizing Amendment Two to the above described Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 24, 2022

MEMO TO J Carter Napier, City Manager *77 for JCN*  
FROM. ~~SS~~ Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief  
SUBJECT Regional Response Grant #18 Amendment

**Meeting Type & Date**

Regular Council Meeting

July 5, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve the amendment to the scope for Regional Response Grant #18

**Summary**

Regional Response Grant #18 for \$17,766.52 was originally approved by council on August 17, 2020 for the purpose of modifying a gooseneck trailer, purchasing dry storage cargo containers, storage racks, and electrical work. A grant amendment was approved by the Wyoming Department to Homeland Security to change the scope of the grant in order to spend remaining funds. There is \$3,025.72 remaining on this grant that will be used to purchase hazmat sampling equipment for regional response hazmat equipment

**Financial Considerations**

None

**Oversight/Project Responsibility**

Jason Speiser; Deputy Chief

**Attachments**

Amendment Three Grant Award Agreement Grant ID #18-SHSP2-RR2-RR-HRT18



**AMENDMENT THREE TO THE GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

- 1 **Parties.** This Amendment is made and entered into by and between the Wyoming Office of Homeland Security (Agency), whose address is. 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is. 200 N David Street Casper, WY 82601
2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Grant Award Agreement (Agreement) between the Agency and the Subrecipient. The purpose of this Amendment is to replace Attachment A, Project Description, with Attachment A-1, Updated Project Description.

The original Agreement, dated August 17, 2020, allowed for Subrecipient to utilize Agreement funds for the purchase of a goose neck trailer and axles for existing trailer, dry storage cargo containers, storage racks for cargo containers and installation of electrical lights and outlets in containers for a total Agreement amount of seventeen thousand, seven hundred sixty-six dollars and fifty-two cents (\$17,766.52) (corrected) with an expiration date of June 30, 2021

Amendment One, dated November 9, 2020, amended the original Agreement to correct a clerical error in the Award Amount of the original Grant.

Amendment Two, dated June 30, 2021, extended the term of the Agreement through August 31, 2022.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. As of the Effective Date of this Amendment, Attachment A, Project Description, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Updated Project Description, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A, Project Description" in the original Agreement are amended to read. "Attachment A-1, Updated Project Description."

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of the Agency.**

Amendment Three to the Grant Award Agreement between the Wyoming Office of Homeland Security  
and City of Casper

Grant ID # 18-SHSP2-RR2-RR-HRT18

Page 1 of 3

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency

8. **General Provisions.**

- A. **Entirety of Contract.** The original Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page; Amendment One, consisting of three (3) pages; Amendment Two, consisting of three (3) pages, this Amendment Three, consisting of three (3) pages; and Attachment A-1, Updated Project Description, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

- 9     **Signatures.**    The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo Stat. § 9-2-3204(b)(iv).

**AGENCY.    WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:    CITY OF CASPER**

\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

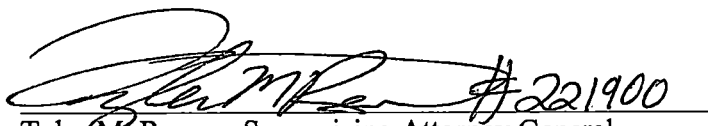
\_\_\_\_\_  
Subrecipient Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
Tyler M. Renner, Supervising Attorney General

06-01-2022  
Date

## **Attachment A-1 Updated Project Description**

**City of Casper**

**Project ID• 18-SHSP2-RR2-RR-HRT18**

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U S Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

<b>Description</b>	<b>Amount</b>
Eligible Expenses as follows <ul style="list-style-type: none"><li>• For the purchase of eligible Hazmat Sampling Equipment and Supplies</li></ul>	<b>\$17,766.52</b>

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

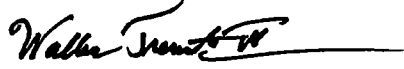
Chérie Schlumpf, Grant Program Manager  
Wyoming Office of Homeland Security  
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief  
Wyoming Office of Homeland Security  
307-777-4907

APPROVAL AS TO FORM

I have reviewed *Amendment Three to the Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper* concerning *Grant ID #18-SHSP2-RR2-RR-HRT18* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated. June 6, 2022

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

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO 22-130

A RESOLUTION AUTHORIZING AMENDMENT  
THREE TO THE GRANT AWARD AGREEMENT  
BETWEEN THE WYOMING OFFICE OF HOMELAND  
SECURITY AND CITY OF CASPER.

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Seventeen Thousand Seven Hundred Sixty-Six Dollars and Fifty-Two Cents (\$17,766.52); and,

WHEREAS, the parties desire to enter into Amendment Three to the Grant Award Agreement extending the term of Grant and modifying the goods the funds will be expended on. The grant funds will be used to purchase Regional Response Equipment, to include hazmat sampling equipment for Regional Response hazmat equipment.

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 authorizing Amendment Three to the above described Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM.



ATTEST


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

July 5, 2022

MEMO TO His Honor, The Mayor, and Members of City Council

FROM. J Carter Napier, City Manager 

SUBJECT Authorizing the Reappointment of a Member to the Casper Natrona County Health Department Board

Meeting Type & Date

Regular Council Meeting, July 5, 2022

Action Type

Minute Action.

Recommendation.

That Council, by minute action, authorize the reappointment of Dr Matthew Wold to the Casper Natrona County Health Department Board.

Summary:

Dr Wold was appointed to serve on the Casper Natrona County Health Department beginning July 1, 2020 He filled the seat of Dr Sarah Bailey who resigned Her term expires on June 30, 2022. This board position requires a placement of a dentist or veterinarian as required by State Statutes. Dr Wold, a pediatric dentist, has submitted a letter requesting to be reappointed On June 2, 2022, the Health Department Board voted unanimously to recommend him for reappointment. This term will be for five (5) years from July 1, 2022 to June 30, 2027

Financial Considerations.

No Financial Considerations.

Oversight/Project Responsibility:

Casper Natrona County Health Department Board.

Attachments.

Natrona County Health Department recommendation letter  
Dr Matthew Wold Letter of Interest.  
Dr Matthew Wold Resume.



June 24, 2022

Mr. City Manager  
City of Casper Council Members  
200 North David  
Casper WY 82601

Greetings!

The City of Casper- Natrona County Board of Health and the Executive Director of Casper-Natrona County Health Department would like to recommend re-appointment of Dr. Matthew Wold to serve on the Health Department Board. The Wyoming State Statute 35-1-302(c)- Organization of units; membership of boards; states: One member shall have the degree of doctor of dental surgery to serve in this capacity.

Dr. Wold assumed this position in July of 2020 to replace Dr. Sarah Bailey when she resigned and moved out of state. The new term would be July 1, 2022-June 30, 2027. He has been a tremendous asset to the Board and is very supportive of the work that is being done at the Department of Health. He also has a Masters of Public Health which lends itself well to help guide the department of the work that is being done.

At the Board of Health Meeting dated June 2, 2022 there was a unanimous vote to recommend him to the Casper City Council to serve an additional term.

We ask you to consider the re-appointment of Dr. Matthew Wold to serve another 5-year term on the Casper- Natrona County Board of Health.

Please let me know if you have any additional questions or request additional information.

Respectfully,

Anna Kinder, M.S.OTR/L  
Executive Director, CNCHD

Christie Nelson, PharmD  
Board Chair of CNC- Board of Health



June 20, 2022

Dear City Council,

I have had the privilege of serving on the Natrona County Board of Health for the past two years (I finished the term for Dr. Sara Smith who moved out of state), the purpose of this letter is the request a reappointment to said position.

These past two years have been challenging yet also enjoyable in being able to see so many committed members of our community with varied skill sets work together in synergy to yield beneficial results.

It has been inspiring to see the stressors of COVID act as a binding agent to bring us together.

In terms of my personal expertise, I am a pediatric dentist who moved here from California five years ago and my family and I LOVE it here! We feel very fortunate to call Natrona County home. I earned my Master of Public Health degree while attending dental school— this affords me the lens of viewing our community with the emphasis of access to care being paramount.

If afforded the opportunity to continue to serve I will strive to contribute and be a part of our great team.

If you have any questions please feel free to contact me whenever is convenient for you.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Matthew Wold', with a stylized, flowing script.

Matthew Wold DMD, MPH

[Redacted]

**Matthew Gary Wold**

**Casper WY 82601**

### **Education**

**University of Southern California**

- Pediatric Residency

**2017**

**A.T. Still University**

**2015**

- Arizona School of Dental and Oral Health (ASDOH), Degree: DMD
- School of Health Management, Degree: Master of Public Health

**Brigham Young University-Idaho**

**2008**

- Bachelor of Science: Business Management
- Business Management, Double minor in Chemistry and Biology

### **Work Experience**

**Smile Academy Pediatric Dentistry**

**2017-Present**

### **Board Certification and Licensure**

**Diplomate, American Board of Pediatric Dentistry**

**2018**

**Wyoming State Licensure -DMD**

### **Membership In Professional Organizations**

**American Academy of Pediatric Dentistry**

**American Board of Pediatric Dentistry**

**Pediatric Dental Alumni Association of USC**