

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, February 1, 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@casperwv.gov.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JANUARY 18, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 29, 2022

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4. CONSIDERATION OF MINUTES OF THE JANUARY 18, 2022 EXECUTIVE SESSION – LITIGATION, SECURITY AND PERSONNEL
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – RANDOM ACTS OF KINDNESS PROCLAMATION
7. COMMUNICATIONS
 - A. From Persons Present
8. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish February 15, 2022, as the Public Hearing Date for Consideration of:
 - a. Adoption of the **Fiscal Year 2022 Budget Amendment #2.**
9. PUBLIC HEARINGS
 - A. Ordinance
 1. Ordinance **Amending 1.16.010** of the Municipal Code Pertaining to City of Casper **Ward Boundaries.**
 - B. Minute action
 1. New **Resort Liquor License No. 1** Peachtree Hospitality Management, LLC d/b/a **Hilton Garden Inn**, Located at 1150 North Poplar.
10. THIRD READING ORDINANCE
 - A. Vacation, Replat, Subdivision Agreement and Zone Change for the **Eagle Valley Addition.**
 1. Communications from Persons Present
11. SECOND READING ORDINANCE
 - A. **Zone Change of 104 and 110 South Beverly Street**, Described as Portions of Lots 13, 14 and a Vacated Strip of Former Beverly Street Right-of-Way, Block 2, Beverly Addition.
 1. Communications from Persons Present

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12. RESOLUTIONS

A. Consent

1. Authorizing Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$20,000, for the Purchase of **Equipment for Regional Response Team 2**.
2. Authorizing Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$16,000, for the Purchase of **Equipment for Regional Response Team 2**.
3. Authorizing Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$91,926, for the Purchase of **Equipment for Regional Response Team 2**.
4. Ratifying the Establishment and Funding of **WyoStar and WyoStar II Local Investment Pool Accounts** and Authorize the Treasurer to Transfer Funds to these Accounts Based on the Recommendations of the Investment Advisory Committee.
5. Authorizing a Transportation Alternatives Program Agreement with the **Wyoming Department of Transportation**, in the Amount of \$400,000, for the **College Drive Multi-Use Pathway**, Project No. 21-024.
6. Authorizing a Contract for Professional Services with **JKC Engineering**, in an Amount not to Exceed \$40,800, for the **2022 Casper Regional Landfill Survey**, Project No. 22-001.
7. Amend the City of Casper **Statement of Investment Policy**.

13. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Pneumatic Roller** from **Power Equipment**, Casper, Wyoming, in the Total Amount of \$96,252, Before Trade, for Use by the Streets Division of the Public Services Department.
2. Authorizing the Purchase of One (1) New **4x4 Pickup Truck** with a 5.5' Bed, from **Greiner Ford**, Casper, Wyoming, in the Total Amount of \$31,864, Before Trade, for Use by the Solid Waste Division of the Public Services Department.
3. Authorizing the Purchase of One (1) New **Truck Chassis**, from **CMI Teco**, Casper, Wyoming, in the Total Amount of \$99,503, Before Trade, for Use by the Solid Waste Division of the Public Services Department.
4. Rejecting all Bids Received for the **Casper Regional Landfill Leachate Collection & Control System Structure Enclosures**, Project No. 19-061.

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13. MINUTE ACTION (continued)

A. Consent

5. Acknowledging Receipt of **Financial Interest Disclosures** from City Officials with Public Fund Investment Responsibility.
6. Declaring an **Inventory Surplus** of 975 Biohazard Bags in the City's Emergency **COVID Supplies**.
7. Authorizing \$148,639.89 **Reduction of Debt Owed Accounts Receivable Balances**, Aged from 2020, from **Lease of 135 North Ash Street**.

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

15. ADJOURN INTO EXECUTIVE SESSION –SECURITY, LAND, PERSONNEL AND POTENTIAL LITIGATION

16. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, February 15, 2022– Council Chambers

6:00 p.m. Tuesday, March 1, 2022– Council Chambers

Work sessions

4:30 p.m. Tuesday, February 8, 2022 – Council Chambers

4:30 p.m. Tuesday, February 22, 2022– Council Chambers

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
January 18, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 18, 2022. Present: Councilmembers Cathey, Engebretsen, Freel, Johnson, Knell, Pollock, and Mayor Pacheco. Councilmembers Gamroth and Sutherland attended virtually via GoToMeeting.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Vice Mayor Freel, seconded by Councilmember Pollock, to, by minute action, approve the minutes of the January 4, 2022, regular Council meeting, as published in the Casper-Star Tribune on January 12, 2022. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Councilmember Cathey, to, by minute action, approve payment of the January 18, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 01/18/22		
6HGroup	Goods	486.50
71Const	Goods	2,312.50
ADeniz	Reimb	63.00
AMartinez	Reimb	49.99
AceHrdwr	Goods	263.35
Adecco	Services	1,188.42
Airgas	Goods	1,251.20
AllncComm	Goods	500.00
Alsco	Services	1,389.30
AMBI	Services	848.29
AmrTech	Goods	144.39
Amrgs	Goods	388.87
AnchrElctrcl	Services	345.75
AT&T	Services	1,373.86
AtlntcElctrc	Services	2,515.00
Atlas	Goods	1,039.61
BRocksvold	Reimb	204.99
BntzTwnPmp	Goods	81.82
BigHrnTire	Services	1,014.50
BlkHillsEnrgy	Utilities	11,364.23
BlkmnPrpn	Goods	3,666.40
BldrnLmbr	Goods	11.69
BrakeSply	Goods	6,117.51

Cnvs&Indstrl	Services	3,300.00
CrlnaSftwr	Services	2,747.67
Caselle	Services	150.00
CsprNCHealth	Services	47,916.87
CsprStrTrb	Services	232.60
CsprTinShop	Services	180.00
CsprTire	Services	1,235.00
CsprVtrnry	Services	2,014.59
CWRWS	Goods	323,704.03
CntryLnk	Utilities	18,146.45
ChpmnVldz&Lnsng	Services	2,000.00
ChrstiAsbe	Services	1,400.00
CtyCspr	Services	552,816.24
CMITeco	Services	29,983.53
CocaCola	Services	15.50
ClctnCntr	Services	585.93
CommTech	Services	875.50
CmprsnLeasng	Services	72.00
Cnvrgn	Goods	1,411.68
Core&Main	Goods	9.23
CPU	Goods	430.20
DachCbnts	Services	2,600.00
DvdsnFxdInc	Investments	3,760.62
DckrAuto	Goods	710.71
Dell	Goods	2,214.38
Dscntcell	Goods	9,360.00
EBratvold	Reimb	150.00
E&FTowng	Services	1,670.00
EdgEngnrng	Services	2,225.68
EmrgncyMdcl	Services	625.00
EnrgyLabs	Services	1,250.00
EngnrngDsgn	Services	4,375.00
FlcnEnvrnmntl	Services	1,978.79
FIB	Goods	258.00
Galls	Goods	1,977.46
GeotchEnvrnmntl	Services	220.60
GldrAssoc	Services	7,777.62
Grngr	Goods	832.68
HDREngnrng	Services	11,949.10
Homax	Goods	1,511.40
IntrntnlMncpl	Services	695.00
ITCElctrcl	Services	1,335.35
JLee	Reimb	24.86
JStrickland	Reimb	300.00
JacksTrk&Trlr	Services	1,444.74

JKCEngnrng	Services	2,337.50
Kinsco	Goods	33,665.39
LawsnPrdcts	Services	900.00
LexisNexis	Services	2,900.00
Lisa'sSpNSpn	Services	260.00
LongBldgTech	Services	1,278.88
LumStudio	Services	9,463.74
MBurgardt	Reimb	100.00
MParker	Reimb	38.58
MLAuto	Services	210.00
MoblCnrtc	Goods	5,789.44
MdrnElctrc	Services	1,837.00
MonsnJntrlSrvc	Services	5,265.53
MtnStLitho	Services	642.91
MtnStsPipe	Goods	6,737.80
MtnWstTech	Services	260.85
NCClerk	Services	18,186.34
Norco	Goods	4,762.97
NWstContr	Goods	753.99
OlsnAutoBdy	Services	262.50
OneCall	Services	585.75
PaceAnlytclSrvcs	Services	55.00
PeakGeosltns	Services	11,226.93
PeakRscue	Goods	4,259.95
Pedens	Goods	224.00
PstlPros	Services	25,384.45
PwrEquip	Services	179.48
Prntwrks	Services	35.95
PrfsnlClng	Services	151.46
RLadd	Reimb	96.98
RailRdMgmt	Services	313.34
RecycldMtrls	Services	1,435.00
RecykngInd	Services	36,668.64
RckyMtnPwr	Utilities	147,208.20
SRyden	Reimb	116.99
SeaWstrn	Goods	399,970.70
SkylnRnchs	Services	312.48
Smrsh	Services	1,915.50
SmthPsych	Services	1,100.00
SftDr	Services	212.40
StOfWyo	Services	39,604.87
StatelineNo7	Services	65,020.00
ThomsnReutrs	Goods	143.25
TopOffc	Goods	357.16
Unifrms2Gear	Goods	3,113.27

Vari	Services	1,246.50
VrznWrIs	Services	2,232.94
VRC	Services	151.20
WardwlWtr	Goods	31.54
WyneColemnConst	Services	15,712.42
WWCEngnrng	Services	22,348.47
WstlndPrk	Services	2,416.55
WyoMchnry	Services	1,411.48
WyoWtrDvlpmnt	Services	9,750.00
WyoSteel&Rcycling	Goods	148.69
ZollMdcI	Services	11,433.84
Total		1,987,323.98

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Mr. Bertagnole, 1414 S. Laurel, with questions regarding the types of trailers that may be parked in a parkway and code enforcement ordinances; and Dennis Steensland, 533 S. Washington, regarding the vaccine incentive and addressing Mr. Bertagnole's concerns.

6. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Knell, to, by minute action: establish February 1, 2022, as the public hearing date for the consideration of new Resort Liquor License No. 1 Peachtree Hospitality Management, LLC d/b/a Hilton Garden Inn, located at 1150 North Poplar. Councilmember Pollock abstained. Motion passed.

7.A.1 PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the zone change of 104 and 110 South Beverly Street.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated January 12, 2022; and an affidavit of publication, as published in the Casper-Star Tribune, dated January 11, 2022. City Manager Napier provided a brief report.

Speaking in support was Paul Case, applicant.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 2-22
AN ORDINANCE APPROVING A ZONE CHANGE OF 104
AND 110 SOUTH BEVERLY STREET, COMPRISING
PORTIONS OF LOTS 13, 14, AND A VACATED STRIP OF
FORMER BEVERLY STREET RIGHT-OF-WAY, BLOCK 2,
BEVERLY ADDITION SUBDIVISION IN THE CITY OF
CASPER, WY.

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

7.A.2 PUBLIC HEARING - ORDINANCE

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action, cancel the public hearing for the consideration of the ordinance amending 1.16.010 of the Municipal Code pertaining to City of Casper Ward Boundaries, and re-establish February 1, 2022, as the public hearing date for consideration of same. Motion passed.

8. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 1-22

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE EAGLE VALLEY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

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

No citizens spoke on the ordinance, and there was no discussion by Council. Vice Mayor Freel abstained. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-4

A RESOLUTION AUTHORIZING GROUND LESSOR ESTOPPEL AND CONSENT TO ASSIGNMENT OF LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND PDOF CASPER, LLC.

RESOLUTION NO. 22-5

A RESOLUTION AUTHORIZING THE RELEASE OF INSTRUMENT NO. 482386 RERECORDED AS INSTRUMENT NO. 485645 "MORTGAGE DEED WITH RELEASE OF HOMESTEAD INSTALLMENT" IN THE OFFICE OF THE NATRONA COUNTY CLERK.

RESOLUTION NO. 22-6

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH DENALI WATER SOLUTIONS, LLC, FOR A TIME EXTENSION FOR THE WASTE WATER TREATMENT PLANT DIGESTER NO.2 CLEANING, PROJECT NO. 21-041.

RESOLUTION NO. 22-7

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH MODERN ELECTRIC, CO., FOR A TIME EXTENSION AS PART OF THE CPU GENERATOR REPLACEMENTS PROJECT.

RESOLUTION NO. 22-8

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE DERINGTON ADDITION WATERMAIN REPLACEMENTS, PROJECT NO. 20-045.

RESOLUTION NO. 22-9

A RESOLUTION AUTHORIZING THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER.

RESOLUTION NO. 22-10

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROUD TO HOST THE BEST 2021 AGREEMENT.

Councilmember Engebretsen presented the foregoing seven (7) resolutions for adoption. Seconded by Vice Mayor Freel. Councilmember Knell abstained from Resolution No. 22-6 and 22-7. Motion passed.

10. MINUTE ACTION— CONSENT

Moved by Councilmember Pollock, seconded by Councilmember Engebretsen, to, by consent minute action, reappoint Michael Bell and John Lawson to the CPU Advisory Board for a six-year term ending December 31, 2027; and authorize purchase of residential trash containers, from Ameri-tech Equipment Company, in a total amount of \$42,593.04. Motion passed.

At 6:32 p.m., it was moved Vice Mayor Freel, seconded by Councilmember Pollock, to adjourn into executive session to discuss litigation, security and personnel. Motion passed.

At 9:06 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the executive session. Motion passed.

At 9:06 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, 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 February 01, 2022

0970 CED

0970 CED	Traffic Control	2 photo cells for luminaires	\$31.26
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0970 CED - Total For Traffic Control			\$31.26
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0970 CED - ALL DEPARTMENTS			\$31.26
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A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Water Distribution	SHIPPING FOR TEST GAUGE	\$27.58
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A.M.B.I. & SHIPPING, - Total For Water Distribution			\$27.58
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A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$27.58
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ACCENT PACKAGING INC

ACCENT PACKAGING INC	Balefill - Baler Processing	Baler Bags	\$48,984.00
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ACCENT PACKAGING INC - Total For Balefill - Baler Processing			\$48,984.00
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ACCENT PACKAGING INC - ALL DEPARTMENTS			\$48,984.00
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ACTION GLASS INC

ACTION GLASS INC	Risk Management	Claim #2022056	\$101.00
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ACTION GLASS INC - Total For Risk Management			\$101.00
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ACTION GLASS INC - ALL DEPARTMENTS			\$101.00
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ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Baler Processing	Contract labor	\$696.00
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ADECCO USA, INC. - Total For Balefill - Baler Processing			\$696.00
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ADECCO USA, INC. - ALL DEPARTMENTS			\$696.00
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ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat subscription	\$14.99
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ADOBE ACROPRO SUBS - Total For City Manager			\$14.99
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ADOBE ACROPRO SUBS - ALL DEPARTMENTS

\$14.99

AIRBNB HMTF4AWK4E

AIRBNB HMTF4AWK4E	Information Services	LODGING, HOTELS, MOTELS, RESORTS	\$1,052.17
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<i>AIRBNB HMTF4AWK4E - Total For Information Services</i>			<i>\$1,052.17</i>
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AIRBNB HMTF4AWK4E - ALL DEPARTMENTS

\$1,052.17

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Cutting fluid	\$986.35
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<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$986.35</i>
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AIRGAS USA LLC - ALL DEPARTMENTS

\$986.35

ALBERTSONS #0060

ALBERTSONS #0060	Code Enforcement	GROCERY STORES, SUPERMARKETS	\$16.79
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<i>ALBERTSONS #0060 - Total For Code Enforcement</i>			<i>\$16.79</i>
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ALBERTSONS #0060	Fire-EMS Administration	Water and water filter for Fire Admin	\$68.98
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ALBERTSONS #0060	Fire-EMS Administration	Admin Office Supplies	\$49.80
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<i>ALBERTSONS #0060 - Total For Fire-EMS Administration</i>			<i>\$118.78</i>
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ALBERTSONS #0060	Fire-EMS Training	Supplies/Snacks for Captain's Test	\$29.75
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<i>ALBERTSONS #0060 - Total For Fire-EMS Training</i>			<i>\$29.75</i>
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ALBERTSONS #0060 - ALL DEPARTMENTS

\$165.32

ALBERTSONS #0062

ALBERTSONS #0062	Refuse - Recycling	WATER FOR FORKLIFT	\$8.91
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<i>ALBERTSONS #0062 - Total For Refuse - Recycling</i>			<i>\$8.91</i>
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ALBERTSONS #0062 - ALL DEPARTMENTS

\$8.91

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	RWS - Booster Stations	EXTINGUISHER SERVICING	\$150.00
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<i>ALL OUT FIRE EXTINGU - Total For RWS - Booster Stations</i>			<i>\$150.00</i>
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ALL OUT FIRE EXTINGU	Water Distribution	Fire extinguisher & servicing	\$890.00
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<i>ALL OUT FIRE EXTINGU - Total For Water Distribution</i>			<i>\$890.00</i>
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ALL OUT FIRE EXTINGU - ALL DEPARTMENTS

\$1,040.00

ALL-OUT-FIRE EXT

ALL-OUT-FIRE EXT	Refuse - Residential	Fire extinguisher bracket	\$55.00
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<i>ALL-OUT-FIRE EXT - Total For Refuse - Residential</i>			\$55.00
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ALL-OUT-FIRE EXT - ALL DEPARTMENTS

\$55.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
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ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$62.38
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ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$62.38
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ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
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<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			\$236.72
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ALSCO	Fleet Maintenance Fund	Laundry service	\$129.79
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ALSCO	Fleet Maintenance Fund	Laundry service	\$133.40
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ALSCO	Fleet Maintenance Fund	Laundry service	\$129.79
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<i>ALSCO - Total For Fleet Maintenance Fund</i>			\$392.98
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ALSCO	Refuse - Residential	Professional Laundry Services	\$111.06
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ALSCO	Refuse - Residential	Professional Laundry Services	\$111.06
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<i>ALSCO - Total For Refuse - Residential</i>			\$222.12
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ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
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ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$59.46
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<i>ALSCO - Total For Sewer Wastewater Collection</i>			\$119.82
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ALSCO	Streets	Professional Laundry Services	\$133.40
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ALSCO	Streets	Professional Laundry Services	\$133.40
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ALSCO	Streets	Professional Laundry Services	\$133.40
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ALSCO	Streets	Professional Laundry Services	\$133.40
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<i>ALSCO - Total For Streets</i>			\$533.60
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ALSCO	WWTP Operations	Professional Laundry Services	\$149.90
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ALSCO	WWTP Operations	Professional Laundry Services	\$150.80
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<i>ALSCO - Total For WWTP Operations</i>			\$300.70
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ALSCO - ALL DEPARTMENTS

\$1,805.94

AMAZON.COM 9I5EX0WJ3

AMAZON.COM 9I5EX0WJ3	Rec Center - Operations	Wyoming Flag, American Flag for CRC	\$107.58
AMAZON.COM 9I5EX0WJ3 - Total For Rec Center - Operations			\$107.58
AMAZON.COM 9I5EX0WJ3 - ALL DEPARTMENTS			\$107.58

AMAZON.COM EV9WM69X3

AMAZON.COM EV9WM69X	Ft. Caspar Museum	Office Supplies	\$27.99
AMAZON.COM EV9WM69X3 - Total For Ft. Caspar Museum			\$27.99
AMAZON.COM EV9WM69X3 - ALL DEPARTMENTS			\$27.99

AMAZON.COM M922S9CA3

AMAZON.COM M922S9CA3	Weed & Pest Fund	Training material	\$96.57
AMAZON.COM M922S9CA3 - Total For Weed & Pest Fund			\$96.57
AMAZON.COM M922S9CA3 - ALL DEPARTMENTS			\$96.57

AMERICAN ASSOC OF CO

AMERICAN ASSOC OF CO	Code Enforcement	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$75.00
AMERICAN ASSOC OF CO - Total For Code Enforcement			\$75.00
AMERICAN ASSOC OF CO - ALL DEPARTMENTS			\$75.00

AMERICAN ASSOC OF MU

AMERICAN ASSOC OF MU	Ft. Caspar Museum	Annual membership in American Alliance of	\$165.00
AMERICAN ASSOC OF MU - Total For Ft. Caspar Museum			\$165.00
AMERICAN ASSOC OF MU - ALL DEPARTMENTS			\$165.00

AMERICAN FLAGPOLE

AMERICAN FLAGPOLE	Buildings & Structures Fund	Replacement flags for City Hall	\$197.90
AMERICAN FLAGPOLE - Total For Buildings & Structures Fund			\$197.90
AMERICAN FLAGPOLE - ALL DEPARTMENTS			\$197.90

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane	\$405.23
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$405.23</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$405.23

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Residential	504 RESIDENTIAL TRASH CONTAINERS	\$42,593.04
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$42,593.04</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$42,593.04

AMZN Mktp US

AMZN Mktp US	Balefill - Diversion & Special	SHARPS CONTAINERS FOR SWF	\$1,099.90
AMZN Mktp US	Balefill - Diversion & Special	BACKYARD COMPOSTING PUB ED COMPOST	\$239.80
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			<i>\$1,339.70</i>
AMZN Mktp US	Buildings & Structures Fund	Door buzzer for City Attorney Office	\$32.00
<i>AMZN Mktp US - Total For Buildings & Structures Fund</i>			<i>\$32.00</i>
AMZN Mktp US	Fire-EMS Administration	iPad Pro Case	\$26.99
<i>AMZN Mktp US - Total For Fire-EMS Administration</i>			<i>\$26.99</i>
AMZN Mktp US	Rec Center - Operations	Basketballs, 28.5 size Front Desk Open Gym	\$239.40
AMZN Mktp US	Rec Center - Operations	Urinal Cleaning System, Commercial Grade U	\$49.99
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$289.39</i>
AMZN Mktp US	Water Distribution	Squeeze bottles	\$20.93
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$20.93</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,709.01

APPLEBEES AKER211102

APPLEBEES AKER211102	Special Fire Assistance Fund	Credit for overage on charged for meal while	(\$3.60)
<i>APPLEBEES AKER211102 - Total For Special Fire Assistance Fund</i>			<i>(\$3.60)</i>
APPLEBEES AKER211102 - ALL DEPARTMENTS			(\$3.60)

APPLIED IND TECH

APPLIED IND TECH	Balefill - Baler Processing	BEARING AND LATHE GUARD FOR BALER	\$73.09
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APPLIED IND TECH - Total For Balefill - Baler Processing	\$73.09
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APPLIED IND TECH - ALL DEPARTMENTS	\$73.09
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ARBY'S 5009025

ARBY'S 5009025	Balefill - Disposal & Landfill	EMPLOYEE USED WRONG CARD	\$10.69
ARBY'S 5009025	Balefill - Disposal & Landfill	EMPLOYEE USED WRONG CARD	(\$10.69)

ARBY'S 5009025 - Total For Balefill - Disposal & Landfill	\$0.00
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ARBY'S 5009025 - ALL DEPARTMENTS	\$0.00
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AT & T CORP

AT & T CORP	Streets	Acct #287294643026	\$200.20
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AT & T CORP - Total For Streets	\$200.20
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AT & T CORP - ALL DEPARTMENTS	\$200.20
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ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$125.00
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ATLAS OFFICE PRODUCT - Total For City Clerk	\$125.00
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ATLAS OFFICE PRODUCT	Customer Service	THERMAL ROLLS RECEIPT PAPER	\$77.99
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ATLAS OFFICE PRODUCT	Customer Service	COPY PAPER AND TONER CRTDG	\$116.42
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ATLAS OFFICE PRODUCT - Total For Customer Service	\$194.41
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ATLAS OFFICE PRODUCT	Finance	COPY PAPER AND TONER CRTDG	\$116.42
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ATLAS OFFICE PRODUCT - Total For Finance	\$116.42
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ATLAS OFFICE PRODUCT	Fire-EMS Operations	US Flags for the stations	\$20.99
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ATLAS OFFICE PRODUCT	Fire-EMS Operations	US Flags for the fire stations	\$83.96
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ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations	\$104.95
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ATLAS OFFICE PRODUCT	Fire-EMS Prevent & Inspect	Key Rings - Prevention	\$15.36
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ATLAS OFFICE PRODUCT	Fire-EMS Prevent & Inspect	Sit and Stand desk for Chief Gavin	\$226.99
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ATLAS OFFICE PRODUCT	Fire-EMS Prevent & Inspect	Key Tags - Prevention	\$27.99
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ATLAS OFFICE PRODUCT	Fire-EMS Prevent & Inspect	Office chair for Mark Graff	\$308.82
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ATLAS OFFICE PRODUCT - Total For Fire-EMS Prevent & Inspect	\$579.16
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ATLAS OFFICE PRODUCT	Health Insurance Fund	COPY PAPER AND TONER CRTDG	\$116.42
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ATLAS OFFICE PRODUCT - Total For Health Insurance Fund	\$116.42
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ATLAS OFFICE PRODUCT	Human Resources	2 pocket folder dark blue, 8 tab folder inserts	\$31.34
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ATLAS OFFICE PRODUCT	Human Resources	COPY PAPER AND TONER CRTDG	\$116.42
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$147.76</i>
ATLAS OFFICE PRODUCT	Risk Management	COPY PAPER AND TONER CRTDG	\$116.44
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$116.44</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,500.56

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Printing / laminating service	\$47.22
<i>ATLAS REPRODUCTION - Total For Planning</i>			<i>\$47.22</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$47.22

AUTOZONE #1293

AUTOZONE #1293	Fire-EMS Operations	Headlight bulbs for E6	\$43.19
<i>AUTOZONE #1293 - Total For Fire-EMS Operations</i>			<i>\$43.19</i>
AUTOZONE #1293 - ALL DEPARTMENTS			\$43.19

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Garden sprayer	\$21.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$21.99</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Fasteners	\$1.65
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$1.65</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$23.64

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Operations	Showerheads	\$35.98
<i>BAILEYS ACE HDWE - Total For Aquatics - Operations</i>			<i>\$35.98</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Door repair supplies for Aquatics Center	\$6.97
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies	\$14.99
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies	\$21.99
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$43.95</i>
BAILEYS ACE HDWE	Fire-EMS Operations	Credit on Shop Vac Filter for St. 3	(\$3.00)
BAILEYS ACE HDWE	Fire-EMS Operations	Shop Vac Filter for St. 3	\$19.99
<i>BAILEYS ACE HDWE - Total For Fire-EMS Operations</i>			<i>\$16.99</i>

BAILEYS ACE HDWE	Public Transit - Operations	Light bulbs	\$39.99
<i>BAILEYS ACE HDWE - Total For Public Transit - Operations</i>			\$39.99
BAILEYS ACE HDWE	Rec Center - Operations	Maintenance CRC Door Kickstands, Mousetr	\$32.95
<i>BAILEYS ACE HDWE - Total For Rec Center - Operations</i>			\$32.95
BAILEYS ACE HDWE	Refuse - Residential	SHOVEL AND STRAPS TRUCK BARN	\$42.25
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$42.25
BAILEYS ACE HDWE	Weed & Pest Fund	Light bulbs	\$35.98
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			\$35.98
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$248.09

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	St. 6 supplies	\$154.42
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			\$154.42
BARGREEN WYOMING - ALL DEPARTMENTS			\$154.42

BEST BUY

BEST BUY	Fire-EMS Administration	PIO Cell Phone	\$469.99
<i>BEST BUY - Total For Fire-EMS Administration</i>			\$469.99
BEST BUY	Sewer Wastewater Collection	parts to make in-house jet scan	\$349.98
<i>BEST BUY - Total For Sewer Wastewater Collection</i>			\$349.98
BEST BUY - ALL DEPARTMENTS			\$819.97

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$7,792.53
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$7,792.53
BLACK HILLS ENERGY	Aquatics - Pool	Acct #9723 1947 06	\$374.51
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$374.51
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$9,430.94
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$31.07
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$9,462.01
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$5,174.17
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$798.52
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$5,972.69

BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$842.65
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			<i>\$842.65</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$2,154.51
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$2,154.51</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$32.54
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$32.54</i>
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$10,645.37
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$10,645.37</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$37,276.81

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$1,103.30
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,103.30</i>
BLAKEMAN PROPANE	Hogadon - Operations	Tank rental	\$144.00
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$144.00</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$1,247.30

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Return of repair supplies for Marathon lift	(\$9.89)
BLOEDORN LUMBER CO	Buildings & Structures Fund	Door repair supplies for Aquatics Center	\$4.55
BLOEDORN LUMBER CO	Buildings & Structures Fund	Supplies to hang objects in PD	\$19.47
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Tools	\$29.22
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$16.19
BLOEDORN LUMBER CO	Buildings & Structures Fund	Supplies to paint in PD	\$9.89
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$69.43</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$69.43

BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Hogadon - Operations	Ski patrol Supply's	\$127.41
BOUND TREE MEDICAL L	Hogadon - Operations	Patrol Supplies	\$167.79
<i>BOUND TREE MEDICAL L - Total For Hogadon - Operations</i>			<i>\$295.20</i>
BOUND TREE MEDICAL L - ALL DEPARTMENTS			\$295.20

BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	1% #16 Funding Boys & Girls Cl	\$14,372.75
<i>BOYS & GIRLS CLUBS O - Total For Capital Projects Fund</i>			<i>\$14,372.75</i>
BOYS & GIRLS CLUBS O - ALL DEPARTMENTS			\$14,372.75

BRANDING IRON RESTAU

BRANDING IRON RESTAU	Fire-EMS Training	Meal for captains test assessors	\$138.09
<i>BRANDING IRON RESTAU - Total For Fire-EMS Training</i>			<i>\$138.09</i>
BRANDING IRON RESTAU - ALL DEPARTMENTS			\$138.09

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	Dec. 14 Council Meeting & Retail Liquor No.	\$197.66
CASPER STAR TRIBUNE	City Clerk	Dec. 21 Council Meeting Minutes Publication	\$1,025.80
CASPER STAR TRIBUNE	City Clerk	Jan. 4 Council Meeting Minutes Publication	\$794.40
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$2,017.86</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$2,017.86

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Planning	Advertising notice - planning & zoning	\$51.44
CASPER STAR-TRIBUNE,	Planning	Advertising Notice - Planning & Zoning	\$114.72
CASPER STAR-TRIBUNE,	Planning	Advertising notice - Casper City Council	\$83.04
CASPER STAR-TRIBUNE,	Planning	Advertising - Notice Sale Of City Owned Prop	\$257.30
CASPER STAR-TRIBUNE,	Planning	Advertising Notice - Transfer of tennis of cou	\$166.24
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$672.74</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising notice - Central Wyo Reg	\$49.86
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising notice	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$99.72</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$772.46

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$1,760.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$1,760.00</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	\$90.00
CASPER TIRE	Refuse - Residential	Flat repair	\$195.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$285.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$2,090.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Service Center repair supplies	\$17.22
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$17.22</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$17.22

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Balefill - Baler Processing	BALER TOOLS AND LATHE	\$863.12
<i>CENTRAL TRUCK & DIES - Total For Balefill - Baler Processing</i>			<i>\$863.12</i>
CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Equipment repair	\$848.44
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$848.44</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$1,711.56

CENTRAL WY. RESCUE M

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

CENTURYLINK

CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$150.26
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$150.26</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$61.91
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$61.91</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$46.04
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$46.04</i>
CENTURYLINK - ALL DEPARTMENTS			\$258.21

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	Gems S028979-WWTP 2ndary Treat	\$2,277.92
CH2MHILL, INC. - Total For WWTP Operations			\$2,277.92
CH2MHILL, INC. - ALL DEPARTMENTS			\$2,277.92

CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Court Appointed Attorney-Municipal Court	\$2,000.00
CHAPMAN VALDEZ & LAN - Total For City Manager			\$2,000.00
CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS			\$2,000.00

CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$5,312.50
CHILD DEVELOPMENT CE - Total For Capital Projects Fund			\$5,312.50
CHILD DEVELOPMENT CE - ALL DEPARTMENTS			\$5,312.50

CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Public garbage, pickup landfill	\$48.62
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
CITY OF CASPER	Hogadon - Operations	Pickup baler	\$20.00
CITY OF CASPER - Total For Hogadon - Operations			\$88.62
CITY OF CASPER	Metropolitan Planning Org	Interdepartmental services-GIS Support Jan.	\$6,713.08
CITY OF CASPER - Total For Metropolitan Planning Org			\$6,713.08
CITY OF CASPER	Parks - Parks Maint.	Roll off pull fee	\$265.00
CITY OF CASPER - Total For Parks - Parks Maint.			\$265.00
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charge - Dec. 2021	\$15,848.29
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charge - Dec. 2021	\$13,657.48
CITY OF CASPER - Total For Public Transit - Operations			\$29,505.77
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$5,935.74
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$462.78
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,308.32
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,212.72
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,346.10
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$5,587.04

CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, sweeping, cardbo	\$6,311.16
CITY OF CASPER	Refuse - Residential		\$5,442.66
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,599.03
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$6,376.86
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$55,582.41</i>
CITY OF CASPER	Regional Water Operations	Sewer / Refuse / Recycling charges	\$25.79
CITY OF CASPER	Regional Water Operations	Sewer / Refuse / Recycling charges	\$126.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$151.79</i>
CITY OF CASPER	WWTP Operations	Sump Sludge / Honey Wagon	\$144.99
CITY OF CASPER	WWTP Operations	Sump Sludge / Honey Wagon	\$127.71
CITY OF CASPER	WWTP Operations	Sump Sludge / Honey Wagon	\$127.17
CITY OF CASPER	WWTP Operations	Alternate daily compost	\$118.64
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$126.09
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$644.60</i>
CITY OF CASPER - ALL DEPARTMENTS			\$92,951.27

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Loaner radio and power supply	\$206.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$206.00</i>
COMMUNICATION TECHNO	Refuse - Residential	Radio repair	\$93.90
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			<i>\$93.90</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$299.90

COMPRESSION LEASING

COMPRESSION LEASING	WWTP Regional Interceptors	Filters	\$152.46
<i>COMPRESSION LEASING - Total For WWTP Regional Interceptors</i>			<i>\$152.46</i>
COMPRESSION LEASING - ALL DEPARTMENTS			\$152.46

CONVERGEONE

CONVERGEONE	Code Enforcement	Amber's replacement phone	\$136.80
<i>CONVERGEONE - Total For Code Enforcement</i>			<i>\$136.80</i>
CONVERGEONE	Information Services	Pure Storage Maintenance Renewal	\$10,560.00
<i>CONVERGEONE - Total For Information Services</i>			<i>\$10,560.00</i>

CONVERGEONE	Police Administration	5 New CallRex Licenses	\$1,830.00
CONVERGEONE	Police Administration	New Phones	\$3,008.70
<i>CONVERGEONE - Total For Police Administration</i>			<i>\$4,838.70</i>
CONVERGEONE - ALL DEPARTMENTS			\$15,535.50

CPU IIT

CPU IIT	Fire-EMS Administration	Cyberpower 750VA/425W UPS Backup Powe	\$88.40
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$88.40</i>
CPU IIT	Human Resources	HP ProBook (Belser & Frantz)	\$1,874.00
<i>CPU IIT - Total For Human Resources</i>			<i>\$1,874.00</i>
CPU IIT	Risk Management	Risk Manager laptop computer	\$1,173.00
<i>CPU IIT - Total For Risk Management</i>			<i>\$1,173.00</i>
CPU IIT - ALL DEPARTMENTS			\$3,135.40

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Electrical parts for Solid Waste	\$15.06
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$15.06</i>
CRESCENT ELECTRIC SU	Planning	Advertising notice - Casper City Council	\$77.72
<i>CRESCENT ELECTRIC SU - Total For Planning</i>			<i>\$77.72</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$92.78

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	2021 Solid Waste Asphalt Impro	\$52,250.00
<i>CROWN CONSTRUCTION L - Total For Balefill - Disposal & Landfill</i>			<i>\$52,250.00</i>
CROWN CONSTRUCTION L	Capital Projects Fund	Downtown 2nd St-Centennial Hil	\$7,571.50
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$7,571.50</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$59,821.50

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for City Hall	\$82.05
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$82.05</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$82.05

CS CONSULTING

CS CONSULTING	Balefill - Disposal & Landfill	Annual fire extinguisher inspections	\$650.00
<i>CS CONSULTING - Total For Balefill - Disposal & Landfill</i>			<i>\$650.00</i>
CS CONSULTING - ALL DEPARTMENTS			\$650.00

CUTTING FLUIDS DI

CUTTING FLUIDS DI	Balefill - Baler Processing	PLASMA TABLE ADDITIVE	\$1,059.00
<i>CUTTING FLUIDS DI - Total For Balefill - Baler Processing</i>			<i>\$1,059.00</i>
CUTTING FLUIDS DI - ALL DEPARTMENTS			\$1,059.00

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Water Distribution	PVC pipe	\$29,484.00
<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>			<i>\$29,484.00</i>
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$29,484.00

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	curb boxes	\$260.00
DANA KEPNER COMPANY	Water Distribution	Inventory couplings & clamps	\$1,649.90
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$1,909.90</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$1,909.90

DAYTON TRANSMISSION

DAYTON TRANSMISSION	Fleet Maintenance Fund	Equipment repair	\$4,164.26
<i>DAYTON TRANSMISSION - Total For Fleet Maintenance Fund</i>			<i>\$4,164.26</i>
DAYTON TRANSMISSION - ALL DEPARTMENTS			\$4,164.26

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Auto glass repair	\$115.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$115.00</i>
DECKER AUTO GLASS, I	Refuse - Residential	Auto glass repair	\$278.62
<i>DECKER AUTO GLASS, I - Total For Refuse - Residential</i>			<i>\$278.62</i>

DECKER AUTO GLASS, I - ALL DEPARTMENTS	\$393.62
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DELL MARKETING LP

DELL MARKETING LP	Rec Center - Sports Programs Technology Items (computers, software, and	\$136.14
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DELL MARKETING LP - Total For Rec Center - Sports Programs	\$136.14
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DELL MARKETING LP - ALL DEPARTMENTS	\$136.14
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DELTA 0064224364

DELTA 0064224364	Fire-EMS Training	Baggage fee for return trip from training in C	\$30.00
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DELTA 0064224364 - Total For Fire-EMS Training	\$30.00
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DELTA 0064224364 - ALL DEPARTMENTS	\$30.00
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DELTA 0064224724

DELTA 0064224724	Fire-EMS Training	Baggage fee for training in CA	\$30.00
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DELTA 0064224724 - Total For Fire-EMS Training	\$30.00
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DELTA 0064224724 - ALL DEPARTMENTS	\$30.00
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DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filters	\$43.68
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filters	\$47.96
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filters	\$36.08
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filters	\$45.88
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DENNIS SUPPLY CO. - Total For Buildings & Structures Fund	\$173.60
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DENNIS SUPPLY CO. - ALL DEPARTMENTS	\$173.60
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DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Streets	Repairs for heat lance	\$839.04
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DENVER INDUSTRIAL SA - Total For Streets	\$839.04
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DENVER INDUSTRIAL SA - ALL DEPARTMENTS	\$839.04
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DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer	\$3,349.23
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,353.42
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,376.49
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,248.56
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,237.03
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,259.05
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,199.28
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,209.76
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,518.06
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,557.90
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,464.57
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,258.00
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$40,031.35</i>
DESERT MTN. CORP. - ALL DEPARTMENTS			\$40,031.35

DESERT SNOW 1

DESERT SNOW 1	Police Career Services	VOCATIONAL AND TRADE SCHOOLS	\$2,995.00
<i>DESERT SNOW 1 - Total For Police Career Services</i>			<i>\$2,995.00</i>
DESERT SNOW 1 - ALL DEPARTMENTS			\$2,995.00

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	WWTP Operations	Paint	\$235.32
<i>DIAMOND VOGEL PAINTS - Total For WWTP Operations</i>			<i>\$235.32</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$235.32

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Balefill - Baler Processing	EQUIPMENT ATTACHMENTS AND BANDS FOR	\$94.96
<i>DICK'S SPORTING GOOD - Total For Balefill - Baler Processing</i>			<i>\$94.96</i>
DICK'S SPORTING GOOD - ALL DEPARTMENTS			\$94.96

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	3rd Qtr FY22 Admin & Incentive Funds	\$109,336.50
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$109,336.50</i>

ECONOMIC DEVELOPMENT - ALL DEPARTMENTS

\$109,336.50

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan (Emergency Medical	\$425.00
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<i>EMERGENCY MEDICAL PH - Total For Fire-EMS Administration</i>			\$425.00
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EMERGENCY MEDICAL PH - ALL DEPARTMENTS

\$425.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Human Resources	Tuition / Book Reimbursement	\$961.68
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EMPLOYEE REIMBURSEME	Human Resources	Chili Cook-Off ingredient/s reimbursement	\$28.58
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EMPLOYEE REIMBURSEME	Human Resources	Chili Cook-Off ingredient/s reimbursement	\$23.78
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EMPLOYEE REIMBURSEME	Human Resources	Transform Leadership reimbursement	\$1,123.19
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EMPLOYEE REIMBURSEME	Human Resources	Chili Cook-Off ingredient/s reimbursement	\$28.86
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EMPLOYEE REIMBURSEME	Human Resources	Ingredient reimbursement for Chili Cook-Off/	\$17.36
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EMPLOYEE REIMBURSEME	Human Resources	Ingredient reimbursement for Chili Cook-Off/	\$30.00
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<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			\$2,213.45
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EMPLOYEE REIMBURSEME	Planning	Quarterly Rotary Dues Reimbursement	\$240.50
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<i>EMPLOYEE REIMBURSEME - Total For Planning</i>			\$240.50
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EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$199.45
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<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			\$199.45
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EMPLOYEE REIMBURSEME	Regional Water Operations	Work boot reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Regional Water Operations	WTPO1 Training Class Reimbursement	\$50.00
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<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			\$200.00
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EMPLOYEE REIMBURSEME	WWTP Operations	Work boot reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			\$150.00
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS

\$3,003.40

ENERGY LABORATORIES

ENERGY LABORATORIES	Fire-EMS Administration	Two breathing air samples from the breathin	\$204.00
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<i>ENERGY LABORATORIES - Total For Fire-EMS Administration</i>			\$204.00
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ENERGY LABORATORIES - ALL DEPARTMENTS

\$204.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$480.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$544.00
ENERGY LABRATORIES I	Water Tanks	Purgeable Organics, SDWA testing	\$790.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,814.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$1,814.00

ENGINEERING ASSOCIAT

ENGINEERING ASSOCIAT	Buildings & Structures Fund	Troubleshooting / Outlet Wiring Repair	\$75.00
<i>ENGINEERING ASSOCIAT - Total For Buildings & Structures Fund</i>			<i>\$75.00</i>
ENGINEERING ASSOCIAT - ALL DEPARTMENTS			\$75.00

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$61.28
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$27.79
EXXONMOBIL	Fire-EMS Operations	Fuel	\$85.67
EXXONMOBIL	Fire-EMS Operations	Fuel	\$31.75
EXXONMOBIL	Fire-EMS Operations	Fuel	\$28.63
EXXONMOBIL	Fire-EMS Operations	Fuel	\$82.84
EXXONMOBIL	Fire-EMS Operations	Fuel	\$50.39
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$368.35</i>
EXXONMOBIL - ALL DEPARTMENTS			\$368.35

FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSION - Coffee Orders	\$318.82
FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSION - Coffee Orders	\$417.51
<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			<i>\$736.33</i>
FARMER BROTHERS COFF - ALL DEPARTMENTS			\$736.33

FDSOA

FDSOA	Fire-EMS Training	Attendance to 2021 FDSOA Conference	\$1,025.00
<i>FDSOA - Total For Fire-EMS Training</i>			<i>\$1,025.00</i>
FDSOA - ALL DEPARTMENTS			\$1,025.00

FEDEX 82941948

FEDEX 82941948	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGH	\$102.90
FEDEX 82941948 - Total For Police Records			\$102.90
FEDEX 82941948 - ALL DEPARTMENTS			\$102.90

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Drain Piping for Mixer Gear Boxes on Corrosi	\$47.83
FERGUSON ENTERPRISES - Total For Regional Water Operations			\$47.83
FERGUSON ENTERPRISES	Sewer Wastewater Collection drop MH repair supplies		\$181.14
FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection			\$181.14
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$228.97

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Human Resources	Gift cards	\$229.00
FIRST INTERSTATE BAN - Total For Human Resources			\$229.00
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$229.00

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Refuse - Residential	Ram 5500 Crew Cab Small rear loader (parks	\$81,796.00
FREMONT MOTOR CASPER - Total For Refuse - Residential			\$81,796.00
FREMONT MOTOR CASPER - ALL DEPARTMENTS			\$81,796.00

FSP WINDY CITY DELIV

FSP WINDY CITY DELIV	Fire-EMS Training	Meal for Captain Test Assessors and Staff	\$210.20
FSP WINDY CITY DELIV	Fire-EMS Training	Qdoba - Lunch for Captain Test Assessors an	\$246.15
FSP WINDY CITY DELIV - Total For Fire-EMS Training			\$456.35
FSP WINDY CITY DELIV - ALL DEPARTMENTS			\$456.35

GAYLORD BROS INC

GAYLORD BROS INC	Ft. Caspar Museum	Collection care storage boxes	\$17.56
GAYLORD BROS INC - Total For Ft. Caspar Museum			\$17.56

GAYLORD BROS INC - ALL DEPARTMENTS

\$17.56

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Balefill - Baler Processing	Door repair	\$1,548.56
<i>G-C BUILDING SUPPLY - Total For Balefill - Baler Processing</i>			<i>\$1,548.56</i>
G-C BUILDING SUPPLY	Refuse - Residential	Door repair & labor	\$607.66
<i>G-C BUILDING SUPPLY - Total For Refuse - Residential</i>			<i>\$607.66</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$2,156.22

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$3,809.49
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			<i>\$3,809.49</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$3,809.49

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	City Manager	Catering for Carter's meeting	\$77.00
<i>GLOBAL SPECTRUM L.P. - Total For City Manager</i>			<i>\$77.00</i>
GLOBAL SPECTRUM L.P.	Human Resources	City of Casper employee holiday breakfast	\$4,374.00
<i>GLOBAL SPECTRUM L.P. - Total For Human Resources</i>			<i>\$4,374.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$4,451.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$52.28
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$43.95
GRAINGER, INC.	Buildings & Structures Fund	Air compressor repair supplies for Aquatics C	\$26.12
GRAINGER, INC.	Buildings & Structures Fund	Air compressor repair supplies for Aquatics C	\$30.81
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$48.40
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$201.56</i>
GRAINGER, INC.	Hogadon - Operations	Snowmaking repairs	\$753.16
<i>GRAINGER, INC. - Total For Hogadon - Operations</i>			<i>\$753.16</i>
GRAINGER, INC.	Refuse - Residential	Shelving cabinet	\$661.76
<i>GRAINGER, INC. - Total For Refuse - Residential</i>			<i>\$661.76</i>
GRAINGER, INC.	Sewer Wastewater Collection 6-mile thermostat		\$125.98

<i>GRAINGER, INC. - Total For Sewer Wastewater Collection</i>			\$125.98
GRAINGER, INC.	WWTP Regional Interceptors	Air filters	\$105.84
<i>GRAINGER, INC. - Total For WWTP Regional Interceptors</i>			\$105.84
GRAINGER, INC. - ALL DEPARTMENTS			\$1,848.30

GRAMMARLY COZOA0V4J

GRAMMARLY COZOA0V4J	Weed & Pest Fund	Training	\$144.00
<i>GRAMMARLY COZOA0V4J - Total For Weed & Pest Fund</i>			\$144.00
GRAMMARLY COZOA0V4J - ALL DEPARTMENTS			\$144.00

GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	1% #16 Funding Greater WY Big	\$6,061.13
<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			\$6,061.13
GREATER WYOMING BIG - ALL DEPARTMENTS			\$6,061.13

GSG ARCHITECTURE

GSG ARCHITECTURE	Refuse - Recycling	This project includes conceptu	\$1,077.50
<i>GSG ARCHITECTURE - Total For Refuse - Recycling</i>			\$1,077.50
GSG ARCHITECTURE - ALL DEPARTMENTS			\$1,077.50

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Traffic Control	New wheel for message board dolly.	\$24.99
<i>HARBOR FREIGHT TOOLS - Total For Traffic Control</i>			\$24.99
HARBOR FREIGHT TOOLS	Water Distribution	Extension cords	\$47.98
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$47.98
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$72.97

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Sewer Wastewater Collection Risk and Resilience Assessment		\$65.68
HDR ENGINEERING, INC - Total For Sewer Wastewater Collection			\$65.68
HDR ENGINEERING, INC	Water Tanks	Water Rights Supply Studies 20	\$6,367.16
HDR ENGINEERING, INC - Total For Water Tanks			\$6,367.16

HDR ENGINEERING, INC	WWTP Operations	Risk and Resilience Assessment	\$9,174.82
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			<i>\$9,174.82</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$15,607.66

HILTON HOTELS

HILTON HOTELS	Fire-EMS Training	Meal at hotel gill/Captain Test assessor	\$11.95
HILTON HOTELS	Fire-EMS Training	Hotel room for Captain Test Assessor	\$192.00
HILTON HOTELS	Fire-EMS Training	Hotel room for Captain Test assessor	\$204.45
<i>HILTON HOTELS - Total For Fire-EMS Training</i>			<i>\$408.40</i>
HILTON HOTELS - ALL DEPARTMENTS			\$408.40

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Rec Center - Operations	Camera replacement	\$215.00
<i>HITEK COMMUNICATIONS - Total For Rec Center - Operations</i>			<i>\$215.00</i>
HITEK COMMUNICATIONS - ALL DEPARTMENTS			\$215.00

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	PHOTOS FOR BALER BLDG AND SPECIAL WAS	\$580.92
<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill</i>			<i>\$580.92</i>
HOBBY-LOBBY #0233	Ft. Caspar Museum	Collection Supplies	\$9.48
<i>HOBBY-LOBBY #0233 - Total For Ft. Caspar Museum</i>			<i>\$9.48</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$590.40

HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$1,225.50
<i>HOLLAND & HART LLP - Total For Water Tanks</i>			<i>\$1,225.50</i>
HOLLAND & HART LLP - ALL DEPARTMENTS			\$1,225.50

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Equipment repairs	\$1,464.11
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,464.11</i>

HONNEN EQUIPMENT CO. - ALL DEPARTMENTS

\$1,464.11

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Buildings & Structures Fund	Air compressor repair supplies for Aquatics C	\$32.22
<i>HOSE & RUBBER SUPPLY - Total For Buildings & Structures Fund</i>			\$32.22
HOSE & RUBBER SUPPLY	Sewer Stormwater	couplers for storm truck	\$338.55
<i>HOSE & RUBBER SUPPLY - Total For Sewer Stormwater</i>			\$338.55
HOSE & RUBBER SUPPLY	Water Distribution	Diesel tank hose, unit 660260	\$11.60
<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			\$11.60
HOSE & RUBBER SUPPLY	WWTP Operations	Belts	\$23.36
<i>HOSE & RUBBER SUPPLY - Total For WWTP Operations</i>			\$23.36
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$405.73

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Disposal & Landfill	Chain sling assembly, hooks, nylon sling	\$801.27
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Disposal & Landfill</i>			\$801.27
HOWARD SUPPLY COMPAN	Water Distribution	CHAIN SLING ASSY & HOOKS, ETC.	\$279.58
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			\$279.58
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$1,080.85

HYDRAFLO INC

HYDRAFLO INC	Water Distribution	HYDRANT PARTS	\$744.23
<i>HYDRAFLO INC - Total For Water Distribution</i>			\$744.23
HYDRAFLO INC - ALL DEPARTMENTS			\$744.23

ICMA ONLINE

ICMA ONLINE	City Manager	Annual membership fees jcn	\$1,400.00
<i>ICMA ONLINE - Total For City Manager</i>			\$1,400.00
ICMA ONLINE - ALL DEPARTMENTS			\$1,400.00

IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Locksmith repair supplies	\$194.29
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IMLSS UTAH - Total For Buildings & Structures Fund	\$194.29
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IMLSS UTAH - ALL DEPARTMENTS	\$194.29
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INT'L ASSOC OF FIRE

INT'L ASSOC OF FIRE	Fire-EMS Operations	International Association of Fire Chiefs Grou	\$1,720.00
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INT'L ASSOC OF FIRE - Total For Fire-EMS Operations	\$1,720.00
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INT'L ASSOC OF FIRE - ALL DEPARTMENTS	\$1,720.00
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INTUIT, INC.

INTUIT, INC.	Capital Projects Fund	Graffiti cleaning at the Parking Garage	\$1,375.00
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INTUIT, INC. - Total For Capital Projects Fund	\$1,375.00
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INTUIT, INC.	City Manager	Rotary membership fees jcn	\$266.50
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INTUIT, INC. - Total For City Manager	\$266.50
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INTUIT, INC.	Fire-EMS Administration	World Wash - Cleaning hood system at 5s	\$550.00
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INTUIT, INC. - Total For Fire-EMS Administration	\$550.00
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INTUIT, INC.	Water Meters	Bolts, nuts, washers	\$53.69
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INTUIT, INC. - Total For Water Meters	\$53.69
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INTUIT, INC. - ALL DEPARTMENTS	\$2,245.19
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ISA

ISA	Parks - Urban Forestry	annual membership fee	\$52.00
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ISA - Total For Parks - Urban Forestry	\$52.00
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ISA - ALL DEPARTMENTS	\$52.00
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JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Golf Shop Inventory	\$260.64
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JC GOLF ACCESSORIES	Golf	Golf Shop Inventory	\$672.57
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JC GOLF ACCESSORIES - Total For Golf	\$933.21
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JC GOLF ACCESSORIES - ALL DEPARTMENTS	\$933.21
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KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$5,674.81
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<i>KINSCO LLC - Total For Fire-EMS Operations</i>			\$5,674.81
KINSCO LLC - ALL DEPARTMENTS			\$5,674.81

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital Projects Fund	Contract Withholding: 21300119	\$10,916.16
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$10,916.16</i>
KNIFE RIVER/JTL	Water Distribution	Sand	\$125.40
KNIFE RIVER/JTL	Water Distribution	Sand	\$231.00
KNIFE RIVER/JTL	Water Distribution	Sand	\$239.80
<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			<i>\$596.20</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$11,512.36

LETZ'S RADIO SUPPLY

LETZ'S RADIO SUPPLY	Fire-EMS Operations	Repair of dryer at St1	\$80.00
<i>LETZ'S RADIO SUPPLY - Total For Fire-EMS Operations</i>			<i>\$80.00</i>
LETZ'S RADIO SUPPLY - ALL DEPARTMENTS			\$80.00

MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Kennel repair supplies for Metro Animal Shel	\$126.35
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$126.35</i>
MENARDS CASPER WY	Ft. Caspar Museum	Collection Supplies	\$16.50
<i>MENARDS CASPER WY - Total For Ft. Caspar Museum</i>			<i>\$16.50</i>
MENARDS CASPER WY	Refuse - Residential	FLASHLIGHTS FOR DRIVERS	\$109.90
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			<i>\$109.90</i>
MENARDS CASPER WY	Traffic Control	Sawzall blades and drill bits	\$67.95
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$67.95</i>
MENARDS CASPER WY	Water Distribution	BRAKE CLEANER, 9" MAG GLO-VIEW TORPED	\$74.93
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$74.93</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$395.63

MERBACK AWARDS CO

MERBACK AWARDS CO	City Council	Plaque and name tag	\$216.22
<i>MERBACK AWARDS CO - Total For City Council</i>			<i>\$216.22</i>

MERBACK AWARDS CO	Planning	MISCELLANEOUS AND RETAIL STORES	\$39.00
<i>MERBACK AWARDS CO - Total For Planning</i>			<i>\$39.00</i>
MERBACK AWARDS CO - ALL DEPARTMENTS			\$255.22

MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	1%#16 Funding Mercer Family Re	\$8,001.38
<i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i>			<i>\$8,001.38</i>
MERCER HOUSE, INC. - ALL DEPARTMENTS			\$8,001.38

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$33.17
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$79.20
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$112.37</i>
MIDLAND SCIENTIFIC I - ALL DEPARTMENTS			\$112.37

ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$117.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$117.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$234.00</i>
ML AUTOMOTIVE - ALL DEPARTMENTS			\$234.00

MONNIT CORPORATION

MONNIT CORPORATION	Information Services	Monnit Support	\$39.00
<i>MONNIT CORPORATION - Total For Information Services</i>			<i>\$39.00</i>
MONNIT CORPORATION - ALL DEPARTMENTS			\$39.00

Monson

Monson	Buildings & Structures Fund	January 2022 monthly janitorial service	\$225.00
Monson	Buildings & Structures Fund	Monthly janitorial service	\$5,875.57
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$6,100.57</i>
Monson - ALL DEPARTMENTS			\$6,100.57

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Pipe thread reducer, steel reducer	\$23.71
MOTION AND FLOW CONT	Balefill - Baler Processing	High Pressure baler filters	\$4,735.83
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$4,759.54</i>
MOTION AND FLOW CONT	Balefill - Disposal & Landfill	Invoice #7483134 was paid twice	(\$354.99)
MOTION AND FLOW CONT	Balefill - Disposal & Landfill	Invoice #7745341 was paid twice	(\$17.33)
<i>MOTION AND FLOW CONT - Total For Balefill - Disposal & Landfill</i>			<i>(\$372.32)</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$4,387.22

MOUNTAIN STATES

MOUNTAIN STATES	Buildings & Structures Fund	Printing service - business cards	\$57.05
<i>MOUNTAIN STATES - Total For Buildings & Structures Fund</i>			<i>\$57.05</i>
MOUNTAIN STATES	Human Resources	Printing service - business cards	\$81.82
<i>MOUNTAIN STATES - Total For Human Resources</i>			<i>\$81.82</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$138.87

MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	ERT pigtails	\$343.75
<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			<i>\$343.75</i>
MOUNTAIN STATES PIPE - ALL DEPARTMENTS			\$343.75

MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Planning	Appraisal report - COC x3 land parcels	\$4,500.00
<i>MOUNTAIN WEST VALUAT - Total For Planning</i>			<i>\$4,500.00</i>
MOUNTAIN WEST VALUAT - ALL DEPARTMENTS			\$4,500.00

MUNICIPAL CODE CORP.

MUNICIPAL CODE CORP.	Balefill - Baler Processing	Copies of Supplement 82-Code of Ordinance	\$37.98
<i>MUNICIPAL CODE CORP. - Total For Balefill - Baler Processing</i>			<i>\$37.98</i>
MUNICIPAL CODE CORP.	City Attorney	Copies of Supplement 82-Code of Ordinance	\$227.88
<i>MUNICIPAL CODE CORP. - Total For City Attorney</i>			<i>\$227.88</i>
MUNICIPAL CODE CORP.	City Manager	Copies of Supplement 82-Code of Ordinance	\$37.98

MUNICIPAL CODE CORP. - Total For City Manager	\$37.98
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MUNICIPAL CODE CORP. - ALL DEPARTMENTS	\$303.84
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NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	City Council	December 2021 IBS Billing	\$1,646.82
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NAPA AUTO PARTS CORP - Total For City Council			\$1,646.82
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	December 2021 IBS Billing	\$921.84
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	December 2021 IBS Billing	\$12,290.11
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	December 2021 IBS Billing	\$100,741.26
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	December 2021 IBS Billing	\$887.44
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NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund			\$114,840.65
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NAPA AUTO PARTS CORP	Regional Water Operations	Actiflo & Raw Water Oil Changes	\$39.14
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NAPA AUTO PARTS CORP - Total For Regional Water Operations			\$39.14
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NAPA AUTO PARTS CORP	Water Distribution	TAPE	\$21.77
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NAPA AUTO PARTS CORP	Water Distribution	WASHER FLUID	\$42.84
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NAPA AUTO PARTS CORP - Total For Water Distribution			\$64.61
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS	\$116,591.22
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NICKERSON CO INC.

NICKERSON CO INC.	Hogadon - Operations	Bronze bearing retainer & rubber insert	\$420.14
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NICKERSON CO INC. - Total For Hogadon - Operations			\$420.14
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NICKERSON CO INC. - ALL DEPARTMENTS	\$420.14
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NORCO, INC.

NORCO, INC.	Balefill - Disposal & Landfill	Amplifier & freight	\$270.00
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NORCO, INC.	Balefill - Disposal & Landfill	Disinfectant	\$22.64
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NORCO, INC.	Balefill - Disposal & Landfill	Amplifier & freight	\$15.30
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NORCO, INC. - Total For Balefill - Disposal & Landfill			\$307.94
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NORCO, INC.	Buildings & Structures Fund	Tissue dispensers	\$32.12
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NORCO, INC.	Buildings & Structures Fund	Tissue, hand soap, hand sanitizer, etc	\$411.45
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NORCO, INC. - Total For Buildings & Structures Fund			\$443.57
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$1,230.72
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NORCO, INC. - Total For Fire-EMS Operations			\$1,230.72
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NORCO, INC.	Hogadon - Operations	Lodge supplies	\$623.11
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$623.11</i>
NORCO, INC.	Water Distribution	ERA MUFFS & HEARING PROTECTOR	\$125.08
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$125.08</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,730.42

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Balefill - Baler Processing	Welding high pressure hydraulic pipes South	\$7,850.00
<i>NORTHERN LIGHTS MANU - Total For Balefill - Baler Processing</i>			<i>\$7,850.00</i>
NORTHERN LIGHTS MANU	Fleet Maintenance Fund	Snow blower repair	\$2,225.00
<i>NORTHERN LIGHTS MANU - Total For Fleet Maintenance Fund</i>			<i>\$2,225.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$10,075.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Buildings & Structures Fund	Safety Supplies for BAS staff	\$125.00
<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			<i>\$125.00</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$125.00

O'CONNOR COMPANY

O'CONNOR COMPANY	Buildings & Structures Fund	HVAC Repair Supplies for City Hall	\$402.18
<i>O'CONNOR COMPANY - Total For Buildings & Structures Fund</i>			<i>\$402.18</i>
O'CONNOR COMPANY - ALL DEPARTMENTS			\$402.18

OFFICE DEPOT

OFFICE DEPOT	Human Resources	2 boxes blue personnel file folders, 1 box exp	\$72.84
<i>OFFICE DEPOT - Total For Human Resources</i>			<i>\$72.84</i>
OFFICE DEPOT - ALL DEPARTMENTS			\$72.84

OHD

OHD	Fire-EMS Operations	Calibration of Quantifit Fit Testing Machine	\$860.00
<i>OHD - Total For Fire-EMS Operations</i>			<i>\$860.00</i>

OHD - ALL DEPARTMENTS	\$860.00
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OLIVE GARDEN

OLIVE GARDEN	Fire-EMS Training	Dinner while traveling for training	\$17.49
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<i>OLIVE GARDEN - Total For Fire-EMS Training</i>			<i>\$17.49</i>
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OLIVE GARDEN - ALL DEPARTMENTS	\$17.49
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O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Baler Processing	MAINTENANCE BLDG SUPPLIES	\$86.24
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<i>O'REILLY AUTO PARTS - Total For Balefill - Baler Processing</i>			<i>\$86.24</i>
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O'REILLY AUTO PARTS - ALL DEPARTMENTS	\$86.24
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ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest control	\$128.97
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<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$128.97</i>
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ORKIN LLC 002 - ALL DEPARTMENTS	\$128.97
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OVERHEAD DOOR CO

OVERHEAD DOOR CO	Hogadon - Operations	Door repair	\$90.00
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<i>OVERHEAD DOOR CO - Total For Hogadon - Operations</i>			<i>\$90.00</i>
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OVERHEAD DOOR CO - ALL DEPARTMENTS	\$90.00
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OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Fire-EMS Operations	Repair on Door at Fire Station 1	\$180.00
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<i>OVERHEAD DOOR OF CAS - Total For Fire-EMS Operations</i>			<i>\$180.00</i>
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OVERHEAD DOOR OF CAS - ALL DEPARTMENTS	\$180.00
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PARKWAY PIZZA

PARKWAY PIZZA	Fire-EMS Training	Lunch while traveling for training	\$13.55
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<i>PARKWAY PIZZA - Total For Fire-EMS Training</i>			<i>\$13.55</i>
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PARKWAY PIZZA - ALL DEPARTMENTS	\$13.55
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PASTPERFECT SOFTWARE

PASTPERFECT SOFTWARE	Ft. Caspar Museum	PastPerfect collection software annual maint	\$432.00
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<i>PASTPERFECT SOFTWARE - Total For Ft. Caspar Museum</i>			<i>\$432.00</i>
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PASTPERFECT SOFTWARE - ALL DEPARTMENTS	\$432.00
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PAYPAL REGISTRARSC

PAYPAL REGISTRARSC	Ft. Caspar Museum	RC-MPMA Membership	\$11.00
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<i>PAYPAL REGISTRARSC - Total For Ft. Caspar Museum</i>			<i>\$11.00</i>
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PAYPAL REGISTRARSC - ALL DEPARTMENTS	\$11.00
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PAYPAL TOMMYBDANCE

PAYPAL TOMMYBDANCE	General Fund Revenue	Books for resale in gift shop	\$41.71
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<i>PAYPAL TOMMYBDANCE - Total For General Fund Revenue</i>			<i>\$41.71</i>
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PAYPAL TOMMYBDANCE - ALL DEPARTMENTS	\$41.71
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PILOT

PILOT	Fire-EMS Training	Fuel while traveling for training	\$51.72
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<i>PILOT - Total For Fire-EMS Training</i>			<i>\$51.72</i>
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PILOT - ALL DEPARTMENTS	\$51.72
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POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$1,865.80
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POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,467.61
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<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$5,333.41</i>
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POSTAL PROS, INC. - ALL DEPARTMENTS	\$5,333.41
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PRINTWORKS

PRINTWORKS	Code Enforcement	Printing service - electrical passed/approved	\$350.00
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<i>PRINTWORKS - Total For Code Enforcement</i>			<i>\$350.00</i>
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PRINTWORKS - ALL DEPARTMENTS	\$350.00
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PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	Water Distribution	18# Zinc anode w/20' lead	\$1,845.00
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<i>PROKOTEENGINEERINGSU - Total For Water Distribution</i>			<i>\$1,845.00</i>
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PROKOTEENGINEERINGSU - ALL DEPARTMENTS	\$1,845.00
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QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Human Resources	1 box clasp envelopes, 1 pack medium binde	\$39.20
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<i>QUALITY OFFICE SOLUT - Total For Human Resources</i>			<i>\$39.20</i>
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QUALITY OFFICE SOLUT - ALL DEPARTMENTS	\$39.20
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RICOH USA INC

RICOH USA INC	Metropolitan Planning Org	Monthly copier usage	\$325.46
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<i>RICOH USA INC - Total For Metropolitan Planning Org</i>			<i>\$325.46</i>
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RICOH USA INC	Planning	November 2021 copier usage	\$313.24
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<i>RICOH USA INC - Total For Planning</i>			<i>\$313.24</i>
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RICOH USA INC - ALL DEPARTMENTS	\$638.70
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RIVER OAKS COMMUNICA

RIVER OAKS COMMUNICA	General Fund Revenue	DISH Wireless Collocation App. - 4680 E 2nd	\$700.00
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RIVER OAKS COMMUNICA	General Fund Revenue	DISH Wireless Collocation App. - 3964 Janel	\$700.00
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RIVER OAKS COMMUNICA	General Fund Revenue	DISH Wireless Collocation App. - 1903 Poplar	\$700.00
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<i>RIVER OAKS COMMUNICA - Total For General Fund Revenue</i>			<i>\$2,100.00</i>
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RIVER OAKS COMMUNICA - ALL DEPARTMENTS	\$2,100.00
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RMI CASPER

RMI CASPER	Buildings & Structures Fund	BAS Shop Supplies	\$31.07
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<i>RMI CASPER - Total For Buildings & Structures Fund</i>			<i>\$31.07</i>
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RMI CASPER	Streets	12 Pr. Safety Glasses, 3 Boxes Lens Cleaners	\$102.81
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<i>RMI CASPER - Total For Streets</i>			<i>\$102.81</i>
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RMI CASPER - ALL DEPARTMENTS

\$133.88

Rocky Mountain

Rocky Mountain	Water Distribution	Rental	\$23.40
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<i>Rocky Mountain - Total For Water Distribution</i>			\$23.40
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Rocky Mountain - ALL DEPARTMENTS

\$23.40

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$3,960.43
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			\$3,960.43
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ROCKY MOUNTAIN POWER	Aquatics - Pool	Acct #54730761-112 9	\$239.64
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			\$239.64
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ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$833.37
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<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			\$833.37
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ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$468.98
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ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$22,632.36
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<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			\$23,101.34
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ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$113.62
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<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			\$113.62
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ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$248.08
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<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$248.08
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ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,048.28
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<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$1,048.28
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ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$2,900.19
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<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$2,900.19
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$4,678.02
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$900.26
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$856.84
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<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$6,435.12
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ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,613.20
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<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,613.20
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ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$461.74
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<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$461.74
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ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$3,301.48
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<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$3,301.48
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$12,794.87
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$5,579.69
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$18,374.56
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$3,250.75
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$3,469.74
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$6,720.49
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$678.59
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$678.59
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$34.46
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$34.46
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-151 7	\$151.72
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$640.33
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$792.05
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-093 1	\$338.74
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$338.74
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$62.98
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$3,290.22
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$3,353.20
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,153.18
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,153.18
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	\$591.39
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$591.39
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$47,863.06
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-118 6	\$82.69
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$47,945.75
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$19,058.22
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-002 2	\$2,073.37
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$21,131.59
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$27,556.52
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$27,556.52
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$176,927.01

Router

Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
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Rooter	Parks - Parks Maint.	Porta-John from R&R	\$292.22
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$728.27</i>
Rooter - ALL DEPARTMENTS			\$728.27

ROSENBAUER MINNESOTA

ROSENBAUER MINNESOTA	Capital Projects Fund	Rosenbauer Cab and Chassis	\$280,986.00
<i>ROSENBAUER MINNESOTA - Total For Capital Projects Fund</i>			<i>\$280,986.00</i>
ROSENBAUER MINNESOTA - ALL DEPARTMENTS			\$280,986.00

ROTHHAMMER INTERNATI

ROTHHAMMER INTERNATI	Aquatics - Operations	Goggles for Aquatic Center	\$916.53
<i>ROTHHAMMER INTERNATI - Total For Aquatics - Operations</i>			<i>\$916.53</i>
ROTHHAMMER INTERNATI - ALL DEPARTMENTS			\$916.53

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Fire-EMS Training	Recertification fee for Car Seat Technician	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Car Seat Tech Renewal	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Safe Kids Child Seat Tech Certification	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Car Seat Technician Rewewal	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Car Seat Tech Certification Denton	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Car Seat Tech Certification - Stuart	\$55.00
<i>SAFE KIDS WORLDWIDE - Total For Fire-EMS Training</i>			<i>\$385.00</i>
SAFE KIDS WORLDWIDE - ALL DEPARTMENTS			\$385.00

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Baler Processing	JANITORIAL SUPPLIES	\$19.98
<i>SAMS CLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$19.98</i>
SAMS CLUB #6425	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$99.90
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$99.90</i>
SAMS CLUB #6425	Balefill - Diversion & Special	JANITORIAL SUPPLIES	\$39.96
<i>SAMS CLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$39.96</i>

SAMS CLUB #6425	Buildings & Structures Fund	City Hall Custodial Supplies	\$88.86
<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			\$88.86
SAMS CLUB #6425	Fire-EMS Operations	Station 3 Supplies	\$251.38
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies Sales Tax Credit	(\$12.41)
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$412.57
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$47.92
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			\$699.46
SAMS CLUB #6425 - ALL DEPARTMENTS			\$948.16

SAMSCLUB #6425

SAMSCLUB #6425	Fire-EMS Administration	Admin Supplies	\$35.25
<i>SAMSCLUB #6425 - Total For Fire-EMS Administration</i>			\$35.25
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$235.22
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$235.22
SAMSCLUB #6425	Ice Arena - Operations	Custodial Supplies - Oven Cleaner / Brillo Pad	\$24.72
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			\$24.72
SAMSCLUB #6425 - ALL DEPARTMENTS			\$295.19

SAMSCLUB.COM

SAMSCLUB.COM	Balefill - Baler Processing	TRASH BAGS FOR FACILITY	\$18.48
<i>SAMSCLUB.COM - Total For Balefill - Baler Processing</i>			\$18.48
SAMSCLUB.COM	Balefill - Disposal & Landfill	SCALE HOUSE SUPPLIES	\$204.91
SAMSCLUB.COM	Balefill - Disposal & Landfill	TRASH BAGS FOR FACILITY	\$55.44
<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			\$260.35
SAMSCLUB.COM	Balefill - Diversion & Special	TRASH BAGS FOR FACILITY	\$18.48
<i>SAMSCLUB.COM - Total For Balefill - Diversion & Special</i>			\$18.48
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS	\$156.80
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS	\$144.98
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			\$301.78
SAMSCLUB.COM	Refuse - Residential	TRASH BAGS FOR FACILITY	\$18.48
<i>SAMSCLUB.COM - Total For Refuse - Residential</i>			\$18.48
SAMSCLUB.COM - ALL DEPARTMENTS			\$617.57

SEAWESTERN FIRE FIGH

SEAWESTERN FIRE FIGH	Fire-EMS Operations	Fit Testing Adapter for Scott SCBAs	\$91.95
<i>SEAWESTERN FIRE FIGH - Total For Fire-EMS Operations</i>			<i>\$91.95</i>
SEAWESTERN FIRE FIGH - ALL DEPARTMENTS			\$91.95

SELF HELP CENTER, IN

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Cente	\$13,748.75
<i>SELF HELP CENTER, IN - Total For Capital Projects Fund</i>			<i>\$13,748.75</i>
SELF HELP CENTER, IN - ALL DEPARTMENTS			\$13,748.75

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$73.64
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$54.89
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$128.53</i>
SHELL OIL 5744427920	Fire-EMS Training	Fuel	\$75.00
<i>SHELL OIL 5744427920 - Total For Fire-EMS Training</i>			<i>\$75.00</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$203.53

SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Disposal & Landfill	SWANA DUES	\$223.00
<i>SOLID WASTE ASSOCIA - Total For Balefill - Disposal & Landfill</i>			<i>\$223.00</i>
SOLID WASTE ASSOCIA - ALL DEPARTMENTS			\$223.00

SOLSBURY HILL LLC

SOLSBURY HILL LLC	Capital Projects Fund	Technology Items (computers, software, and	\$16,470.59
<i>SOLSBURY HILL LLC - Total For Capital Projects Fund</i>			<i>\$16,470.59</i>
SOLSBURY HILL LLC - ALL DEPARTMENTS			\$16,470.59

SPARE LABS INC

SPARE LABS INC	Public Transit - CARES Act	Metered Max Active Vehicles - 12/01/21-01/	\$750.00
<i>SPARE LABS INC - Total For Public Transit - CARES Act</i>			<i>\$750.00</i>

SPARE LABS INC - ALL DEPARTMENTS	\$750.00
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SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Hogadon - Operations	Boot Chains snowmakers safety	\$319.94
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<i>SPORTSMANS WAREHOUSE - Total For Hogadon - Operations</i>			<i>\$319.94</i>
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SPORTSMANS WAREHOUSE - ALL DEPARTMENTS	\$319.94
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SQ CENTRAL WYOMING

SQ CENTRAL WYOMING	Human Resources	Training Webinar- Self-Care and Wellness A	\$10.00
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<i>SQ CENTRAL WYOMING - Total For Human Resources</i>			<i>\$10.00</i>
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SQ CENTRAL WYOMING - ALL DEPARTMENTS	\$10.00
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SQ COLORADO SWANA R

SQ COLORADO SWANA R	Balefill - Disposal & Landfill	SWANA TRAINING FOR LM	\$850.00
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SQ COLORADO SWANA R	Balefill - Disposal & Landfill	TRAINING FOR MD SWANA	\$850.00
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<i>SQ COLORADO SWANA R - Total For Balefill - Disposal & Landfill</i>			<i>\$1,700.00</i>
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SQ COLORADO SWANA R - ALL DEPARTMENTS	\$1,700.00
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SQ GREAT HARVEST BA

SQ GREAT HARVEST BA	Human Resources	7 doughnuts ordered for Celebration with Ca	\$9.71
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<i>SQ GREAT HARVEST BA - Total For Human Resources</i>			<i>\$9.71</i>
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SQ GREAT HARVEST BA - ALL DEPARTMENTS	\$9.71
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SQ MONTANA SEALS AN

SQ MONTANA SEALS AN	WWTP Operations	Packing	\$211.36
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SQ MONTANA SEALS AN	WWTP Operations	Credit	(\$887.88)
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SQ MONTANA SEALS AN	WWTP Operations	Packing	\$846.26
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<i>SQ MONTANA SEALS AN - Total For WWTP Operations</i>			<i>\$169.74</i>
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SQ MONTANA SEALS AN - ALL DEPARTMENTS	\$169.74
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SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Fire-EMS Training	Pediatric advanced life support certifications	\$154.00
<i>SQ MY EDUCATIONAL R - Total For Fire-EMS Training</i>			<i>\$154.00</i>
SQ MY EDUCATIONAL R - ALL DEPARTMENTS			\$154.00

SQ NORTHERN LIGHTS

SQ NORTHERN LIGHTS	Balefill - Baler Processing	LOADER COUPLER FORKS	\$1,700.00
<i>SQ NORTHERN LIGHTS - Total For Balefill - Baler Processing</i>			<i>\$1,700.00</i>
SQ NORTHERN LIGHTS - ALL DEPARTMENTS			\$1,700.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Ft. Caspar Museum	Embroidery on uniform shirt	\$15.00
<i>SQ PEDEN'S INC. - Total For Ft. Caspar Museum</i>			<i>\$15.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$15.00

SQ WYOMING UNDERGRO

SQ WYOMING UNDERGRO	Water Distribution	NACE CONFERENCE - M. ANDERSON/B.LOCK	\$206.00
<i>SQ WYOMING UNDERGRO - Total For Water Distribution</i>			<i>\$206.00</i>
SQ WYOMING UNDERGRO - ALL DEPARTMENTS			\$206.00

STAPLES

STAPLES	Hogadon - Admin	Office supplies	\$93.83
<i>STAPLES - Total For Hogadon - Admin</i>			<i>\$93.83</i>
STAPLES	Refuse - Residential	SUPPLIES FOR DRIVERS REFUSE RESIDENTIAL	\$167.96
<i>STAPLES - Total For Refuse - Residential</i>			<i>\$167.96</i>
STAPLES - ALL DEPARTMENTS			\$261.79

STATE OF WY.

STATE OF WY.	Police State Grants	Notary Public Application	\$60.00
<i>STATE OF WY. - Total For Police State Grants</i>			<i>\$60.00</i>
STATE OF WY. - ALL DEPARTMENTS			\$60.00

STERLING

STERLING	Human Resources	Background checks	\$1,063.19
<i>STERLING - Total For Human Resources</i>			<i>\$1,063.19</i>
STERLING - ALL DEPARTMENTS			\$1,063.19

SUBWAY 13956

SUBWAY 13956	Fire-EMS Training	Lunch while traveling for training	\$10.18
<i>SUBWAY 13956 - Total For Fire-EMS Training</i>			<i>\$10.18</i>
SUBWAY 13956 - ALL DEPARTMENTS			\$10.18

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Installation of heater	\$898.11
<i>SUMMIT ELECTRIC LLC. - Total For Buildings & Structures Fund</i>			<i>\$898.11</i>
SUMMIT ELECTRIC LLC.	Hogadon - Operations	Electrical work	\$532.79
<i>SUMMIT ELECTRIC LLC. - Total For Hogadon - Operations</i>			<i>\$532.79</i>
SUMMIT ELECTRIC LLC.	Refuse - Residential	Installation of conduit - data wiring	\$233.76
SUMMIT ELECTRIC LLC.	Refuse - Residential	Trash compactor repair	\$778.65
SUMMIT ELECTRIC LLC.	Refuse - Residential	Installation of USB receptacles	\$809.80
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Residential</i>			<i>\$1,822.21</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$3,253.11

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Ice Arena - Operations	Fire extinguisher inspection	\$345.25
<i>SUMMIT FIRE & SECURI - Total For Ice Arena - Operations</i>			<i>\$345.25</i>
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			\$345.25

THE ARC OF NATRONA C

THE ARC OF NATRONA C	Capital Projects Fund	1%#16 Funding The Arc of Natro	\$2,916.69
<i>THE ARC OF NATRONA C - Total For Capital Projects Fund</i>			<i>\$2,916.69</i>
THE ARC OF NATRONA C - ALL DEPARTMENTS			\$2,916.69

THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Vehicle alignment	\$385.25
<i>THE GOODYEAR TIRE & - Total For Fleet Maintenance Fund</i>			\$385.25
THE GOODYEAR TIRE & - ALL DEPARTMENTS			\$385.25

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Cabinet repair supplies for Solid Waste	\$33.92
THE HOME DEPOT	Buildings & Structures Fund	City Hall Custodial Supplies	\$10.97
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Solid Waste	(\$24.99)
THE HOME DEPOT	Buildings & Structures Fund	Kennel repair supplies for Metro Animal Shel	\$79.87
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$99.77
THE HOME DEPOT	Fire-EMS Training	Furring strips, padlocks	\$126.32
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			\$126.32
THE HOME DEPOT	Golf - Operations	General Golf Shop Supplies	\$107.61
<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$107.61
THE HOME DEPOT	Hogadon - Operations	Shop supplies	\$49.02
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$49.02
THE HOME DEPOT	Water Tanks	NIPPES	\$41.64
<i>THE HOME DEPOT - Total For Water Tanks</i>			\$41.64
THE HOME DEPOT - ALL DEPARTMENTS			\$424.36

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	October 2021 Maintenance Agreement	\$95.83
THE OFFICE SHOP, INC	Fire-EMS Administration	Admin printer service charges for Nov 21	\$88.98
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			\$184.81
THE OFFICE SHOP, INC - ALL DEPARTMENTS			\$184.81

THE SOLID WASTE ASSO

THE SOLID WASTE ASSO	Balefill - Diversion & Special	Public member association dues/CO RM Cha	\$223.00
<i>THE SOLID WASTE ASSO - Total For Balefill - Diversion & Special</i>			\$223.00
THE SOLID WASTE ASSO - ALL DEPARTMENTS			\$223.00

THE UPS STORE

THE UPS STORE	Sewer Wastewater Collection shipping of dongle	\$13.82
THE UPS STORE - Total For Sewer Wastewater Collection		\$13.82
THE UPS STORE - ALL DEPARTMENTS		\$13.82

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection Monthly flushing water - Nov. & Dec. 2021	\$410.20
THIRTY THREE MILE RO - Total For Sewer Wastewater Collection		\$410.20
THIRTY THREE MILE RO - ALL DEPARTMENTS		\$410.20

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Buildings & Structures Fund	Aug/Sept/Oct 2021 copy charge	\$173.70
TOP OFFICE PRODUCTS - Total For Buildings & Structures Fund			\$173.70
TOP OFFICE PRODUCTS	City Attorney	December 2021 copy charge	\$129.45
TOP OFFICE PRODUCTS - Total For City Attorney			\$129.45
TOP OFFICE PRODUCTS	Public Transit - Operations	December 2021 copy charge	\$95.83
TOP OFFICE PRODUCTS - Total For Public Transit - Operations			\$95.83
TOP OFFICE PRODUCTS	WWTP Operations	December 2021 copy charge	\$112.30
TOP OFFICE PRODUCTS - Total For WWTP Operations			\$112.30
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$511.28

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Ft. Caspar Museum	Plastic bags for use in gift shop	\$49.50
ULINE SHIP SUPPLIE - Total For Ft. Caspar Museum			\$49.50
ULINE SHIP SUPPLIE - ALL DEPARTMENTS			\$49.50

UNITED 0161565087

UNITED 0161565087	Information Services	UNITED AIRLINES	(\$14.00)
UNITED 0161565087 - Total For Information Services			(\$14.00)
UNITED 0161565087 - ALL DEPARTMENTS			(\$14.00)

UPS (800) 811-1648

UPS (800) 811-1648	Regional Water Operations	Bromate Shipping	\$162.25
<i>UPS (800) 811-1648 - Total For Regional Water Operations</i>			<i>\$162.25</i>
UPS (800) 811-1648 - ALL DEPARTMENTS			\$162.25

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Public Transit - Operations	MEDICAL SERVICES & HEALTH PRACTITIONER	\$285.00
URGENT CARE OF CASPE	Public Transit - Operations	MEDICAL SERVICES & HEALTH PRACTITIONER	\$380.00
<i>URGENT CARE OF CASPE - Total For Public Transit - Operations</i>			<i>\$665.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$665.00

USPS PO 5762700491

USPS PO 5762700491	Water Distribution	CITY SAMPLE PLAN SENT TO EPA	\$22.90
<i>USPS PO 5762700491 - Total For Water Distribution</i>			<i>\$22.90</i>
USPS PO 5762700491 - ALL DEPARTMENTS			\$22.90

UW CASHIER OFFICE

UW CASHIER OFFICE	Engineering	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$95.00
UW CASHIER OFFICE - Total For Engineering			\$95.00
UW CASHIER OFFICE	Sewer Wastewater Collection workzone safety and flagger training for WW		\$665.00
UW CASHIER OFFICE - Total For Sewer Wastewater Collection			\$665.00
UW CASHIER OFFICE	Streets	T² Workshop--Care & Repair of Asphalt Pave	\$825.00
UW CASHIER OFFICE	Streets	T² Workshop----Work Zone & Flagger Certific	\$1,615.00
UW CASHIER OFFICE - Total For Streets			\$2,440.00
UW CASHIER OFFICE - ALL DEPARTMENTS			\$3,200.00

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Planning	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$56.50
<i>VCN NATRONAREALESTAT - Total For Planning</i>			<i>\$56.50</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$56.50

VCN WYDSHELPDESK

VCN WYDSHELPDESK	Balefill - Disposal & Landfill	EMPLOYEE DMV CLASS A DRIVE TEST	\$87.50
VCN WYDSHELPDESK - Total For Balefill - Disposal & Landfill			\$87.50
VCN WYDSHELPDESK	Refuse - Residential	TRAINING CDL TEST	\$87.50
VCN WYDSHELPDESK - Total For Refuse - Residential			\$87.50
VCN WYDSHELPDESK - ALL DEPARTMENTS			\$175.00

VERIZON WIRELESS

VERIZON WIRELESS	Buildings & Structures Fund	Acct #442124121-00001	\$40.01
VERIZON WIRELESS - Total For Buildings & Structures Fund			\$40.01
VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$40.01
VERIZON WIRELESS - Total For Cemetery			\$40.01
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$229.69
VERIZON WIRELESS - Total For Parks - Parks Maint.			\$229.69
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$276.04
VERIZON WIRELESS - Total For Water Distribution			\$276.04
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$266.16
VERIZON WIRELESS - Total For Water Meters			\$266.16
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$146.52
VERIZON WIRELESS - Total For WWTP Operations			\$146.52
VERIZON WIRELESS - ALL DEPARTMENTS			\$998.43

VRC COMPANIES LLC

VRC COMPANIES LLC	City Attorney	File destruction	\$82.74
VRC COMPANIES LLC - Total For City Attorney			\$82.74
VRC COMPANIES LLC - ALL DEPARTMENTS			\$82.74

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for Irrigation Ipad	\$120.03
VZWRLSS MY VZ VB P - Total For Golf - Operations			\$120.03
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$120.03

WAGNERS OUTDOOR OUTF

WAGNERS OUTDOOR OUTF	Streets	Propane for December	\$140.47
<i>WAGNERS OUTDOOR OUTF - Total For Streets</i>			<i>\$140.47</i>
WAGNERS OUTDOOR OUTF - ALL DEPARTMENTS			\$140.47

WAL-MART #1617

WAL-MART #1617	Buildings & Structures Fund	City Hall Custodial Supplies	\$5.56
<i>WAL-MART #1617 - Total For Buildings & Structures Fund</i>			<i>\$5.56</i>
WAL-MART #1617	Fire-EMS Operations	Station Supplies	\$11.88
WAL-MART #1617	Fire-EMS Operations	Station 3 Supplies	\$31.63
<i>WAL-MART #1617 - Total For Fire-EMS Operations</i>			<i>\$43.51</i>
WAL-MART #1617	Public Transit - Operations	COVID Supplies	\$346.56
<i>WAL-MART #1617 - Total For Public Transit - Operations</i>			<i>\$346.56</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$395.63

WEAR PARTS INC

WEAR PARTS INC	Buildings & Structures Fund	Door repair supplies at Aquatics Center	\$9.21
<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$9.21</i>
WEAR PARTS INC	Traffic Control	Bolts, nuts and washers for sign repair	\$349.73
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$349.73</i>
WEAR PARTS INC	WWTP Operations	Bolts	\$18.72
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$18.72</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$377.66

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	Confidential legal or medical matters	\$5,000.00
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>			<i>\$5,000.00</i>
WELLBORN SULLIVAN ME - ALL DEPARTMENTS			\$5,000.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	Design of Poplar Street Bridge	\$2,000.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$2,000.00</i>

WEST PLAINS ENGINEER - ALL DEPARTMENTS	\$2,000.00
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WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Online/software subscription charges	\$848.74
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<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$848.74</i>
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WEST PUBLISHING CORP - ALL DEPARTMENTS	\$848.74
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WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Poplar-CYtoCollins Design Wate	\$1,105.90
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WESTERN WATER CONSUL	Capital Projects Fund	K St Imp-St Mary-Bryan Stk Eng	\$4,735.00
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<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$5,840.90</i>
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WESTERN WATER CONSUL - ALL DEPARTMENTS	\$5,840.90
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WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Vault combo change & service call	\$160.00
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<i>WESTERN WYOMING LOCK - Total For Buildings & Structures Fund</i>			<i>\$160.00</i>
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WESTERN WYOMING LOCK - ALL DEPARTMENTS	\$160.00
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WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA	Property Insurance Fund	Confidential legal or medical matters	\$38.00
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<i>WILLIAMS, PORTER, DA - Total For Property Insurance Fund</i>			<i>\$38.00</i>
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WILLIAMS, PORTER, DA - ALL DEPARTMENTS	\$38.00
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WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$1,706.00
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WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$3,094.88
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<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$4,800.88</i>
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WLC ENGINEERING - SU - ALL DEPARTMENTS	\$4,800.88
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WM SUPERCENTER

WM SUPERCENTER	Aquatics - Operations	Calendar for Ace's Office	\$26.94
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<i>WM SUPERCENTER - Total For Aquatics - Operations</i>			\$26.94
WM SUPERCENTER	Balefill - Baler Processing	CLOCK FOR BALER BLDG AND 3 MONTHS OF	\$10.97
<i>WM SUPERCENTER - Total For Balefill - Baler Processing</i>			\$10.97
WM SUPERCENTER	Balefill - Diversion & Special	CLOCK FOR BALER BLDG AND 3 MONTHS OF	\$29.88
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			\$29.88
WM SUPERCENTER	Buildings & Structures Fund	City Center Custodial Supplies	\$26.91
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			\$26.91
WM SUPERCENTER	Fire-EMS Administration	Coffee for Fire Admin	\$26.66
<i>WM SUPERCENTER - Total For Fire-EMS Administration</i>			\$26.66
WM SUPERCENTER	Fire-EMS Operations	E32 Coolant pump	\$10.27
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			\$10.27
WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS	\$33.12
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			\$33.12
WM SUPERCENTER	Water Distribution	Office supplies	\$17.08
<i>WM SUPERCENTER - Total For Water Distribution</i>			\$17.08
WM SUPERCENTER - ALL DEPARTMENTS			\$181.83

WPSG, INC.

WPSG, INC.	Fire-EMS Operations	Helmet Front	\$74.50
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			\$74.50
WPSG, INC. - ALL DEPARTMENTS			\$74.50

WY ASSN OF MUNICIPAL

WY ASSN OF MUNICIPAL	City Council	Registration for WAM Winter Conference	\$245.00
WY ASSN OF MUNICIPAL	City Council	Credit overcharge for WAM Winter Conferen	(\$90.00)
WY ASSN OF MUNICIPAL	City Council	Credit for overcharge for WAM Winter Confe	(\$45.00)
WY ASSN OF MUNICIPAL	City Council	Registrations for the WAM Winter Conferenc	\$520.00
<i>WY ASSN OF MUNICIPAL - Total For City Council</i>			\$630.00
WY ASSN OF MUNICIPAL	City Manager	Credit overcharge for WAM Winter Conferen	(\$95.00)
WY ASSN OF MUNICIPAL	City Manager	Registrations for the WAM Winter Conferenc	\$325.00
<i>WY ASSN OF MUNICIPAL - Total For City Manager</i>			\$230.00
WY ASSN OF MUNICIPAL - ALL DEPARTMENTS			\$860.00

WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL	Regional Water Operations	2022 Annual Conference Registration	\$395.00
WY. ASSOC. OF RURAL - Total For Regional Water Operations			\$395.00
WY. ASSOC. OF RURAL - ALL DEPARTMENTS			\$395.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Decorative Lighting, Street Tr	\$50.48
WY. DEPT. OF TRANSP - Total For Capital Projects Fund			\$50.48
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$50.48

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Hook	\$1,107.60
WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill			\$1,107.60
WY. MACHINERY CO. - ALL DEPARTMENTS			\$1,107.60

WYOMING OFFICE PRODU

WYOMING OFFICE PRODU	Parks - Parks Maint.	Flags for building	\$75.59
WYOMING OFFICE PRODU - Total For Parks - Parks Maint.			\$75.59
WYOMING OFFICE PRODU - ALL DEPARTMENTS			\$75.59

WYOMING REC & PARKS

WYOMING REC & PARKS	Aquatics - Operations	Jen and Edwin WRPA Membership	\$50.00
WYOMING REC & PARKS - Total For Aquatics - Operations			\$50.00
WYOMING REC & PARKS	Rec Center - Operations	Jen and Edwin WRPA Membership	\$50.00
WYOMING REC & PARKS - Total For Rec Center - Operations			\$50.00
WYOMING REC & PARKS - ALL DEPARTMENTS			\$100.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Freon removal	\$1,250.00
WYOMING STEEL & RECY - Total For Refuse - Recycling			\$1,250.00

WYOMING STEEL & RECY - ALL DEPARTMENTS

\$1,250.00

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Monthly copier usage	\$221.87
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<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$221.87</i>
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XEROX CORPORATION - ALL DEPARTMENTS

\$221.87

YOUTH CRISIS CENTER

YOUTH CRISIS CENTER	Capital Projects Fund	1%#16 Funding Youth Crisis Cen	\$17,452.50
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<i>YOUTH CRISIS CENTER - Total For Capital Projects Fund</i>			<i>\$17,452.50</i>
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YOUTH CRISIS CENTER - ALL DEPARTMENTS

\$17,452.50

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,422,023.73

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
02/01/22

Additional Accounts Payable

01/13/22

Prewrits - Payroll Vendors, Sales Tax & AP Vendors

Life Insurance Company of N. America (Cigna)	24,503.73
State of Wyo - Dept. of Revenue - Sales tax	625.82
State of Wyo Dept of Admin & Info	865,353.67
Remax - Reprint of 9/22/21 (lost) payment	450.00
	<hr/>
	890,933.22


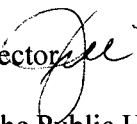
01/20/22

Prewrits - Payroll Vendors, Travel Reimbursement & AP Vendors

American Heritage Life Insurance Company (Allstate)	4,235.36
Craig Morrison - Travel reimbursement	265.50
Treto Const - Reprint of 1/05/22 (lost) payment	29,146.00
Wyo Dept of Workforce Services	74,600.08
	<hr/>
	108,246.94

Total Additional AP	<u><u>\$ 999,180.16</u></u>
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January 20, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Establishing February 15, 2022, as the Public Hearing Date for Adoption of
Fiscal Year 2022 Budget Amendment #2

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, establish February 15, 2022, as the date of public hearing for consideration of the adoption of the Fiscal Year 2022 Budget Amendment #2.

Summary

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2022 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish February 15, 2022, as the public hearing date for the consideration and adoption of the 2nd amendment to the Fiscal Year 2022 budget.

Financial Considerations

None


Oversight/Project Responsibility


Jill Johnson, Financial Services Director

Attachments

None

January 10, 2022

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

FROM: John Henley, City Attorney 
Fleur Tremel, Assistant to the City Manager/City Clerk

SUBJECT: An Ordinance Amending Section 1.16.010 – Ward Boundaries Described
– Election Districts, of the Casper Municipal Code.

Meeting Type & Date
Council Meeting
February 1, 2022

Action type
Public Hearing and First Reading

Recommendation
Conduct the Public Hearing regarding a proposed amendment to the Casper Municipal Code regarding Ward boundaries titled, “An Ordinance Amending Section 1.16.010 – Ward Boundaries Described – Election Districts of the Casper Municipal Code” provide suggestions or amendments as appropriate, and decide if the Ordinance should be passed on First Reading.

Summary
Following a Census, it is customary for the City to reevaluate Ward boundaries to ensure they are as nearly equal in population as possible. Population balance as a parameter for constructing Wards is referenced in Wyoming State Statutes §22-23-103.

Utilizing the published 2020 Census data, Staff analyzed the data and has formed a proposal for changes that would ensure that the Ward population is nearly even and that the boundaries are clear and easy to understand. Attached are two map exhibits depicting the current and proposed Ward boundaries along with population totals for each area. Under the current Ward boundaries, Ward 3 is population heavy.

The data is detailed below:

- Current Ward Population:
 - 1= 18,465 population
 - 2= 19,227 population
 - 3= 21,378 population

- This equates to a 14% difference between Ward 3 and Ward 1, and 11 % difference between Ward 3 and Ward 2, and a 4% difference between Ward 1 and Ward 2.

In order to adjust the population balance, the proposed Ward changes, as referenced in the attached proposed ordinance, would result in the break down below:

- Proposed Ward Population:
 - 1=19,591 population
 - 2=19,917 population
 - 3=20,301 population
- This would equate to a 1.6% difference between Ward 1 and Ward 2, a 3.6% difference between Ward 1 and Ward 3, and a 1.9% difference between Ward 2 and Ward 3.

Find attached An Ordinance Amending Section 1.16.010 – Ward Boundaries Described – Election Districts, of the Casper Municipal Code. Section 1.16.010 B. 1-3., of the proposed ordinance describes the separation of the Wards 1, 2 and 3 as follows:

Description of Wards.

1. Ward 1 comprises all that portion of the city within its corporate limits lying within the following described boundary:

The center line of Poplar Street is the west/east boundary separating Ward 1 and Ward 2; Ward 1 is all of the city's corporate limits lying to the east of Poplar St and to the west of the boundary that separates Ward 1 and Ward 3 as follows: Bryan Stock Trail which becomes S Beverly St, to E 21st St then west on E 21st St to the intersection of S McKinley St., then south on S. McKinley St. to the municipal boundary.
2. Ward 2 comprises all that portion of the city within its corporate limits lying west of the west boundary line of Ward 1, as described in subdivision 1 of this subsection.
3. Ward 3 comprises all that portion of the city within its corporate limits lying east of the east boundary line of Ward 1, as described in subdivision 1 of this subsection.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Fleur Tremel, City Clerk

Denyse Wyskup, Regional GIS Manager

John Henley

Attachments

Proposed Ordinance

Ward Boundary Maps for reference.

ORDINANCE NO. 3-22

AN ORDINANCE AMENDING SECTION 1.16.010 – WARD
BOUNDARIES DESCRIBED – ELECTION DISTRICTS, OF
THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, following a Census, it is customary for the City to reevaluate ward boundaries to ensure they are evenly populated. Local ward boundaries should be compact in form and as nearly equal in population as possible pursuant to Wyoming Statutes § 22-23-103; and,

WHEREAS, under the current ward boundaries there is an approximate 14% difference between Ward 3 and Ward 1, an 11% difference between Ward 3 and Ward 2, and a 4% difference between Ward 1 and Ward 2. The Ward boundaries need modified to create boundaries that are nearly equal in population.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 1.16.010 of the Casper Municipal Code is amended and modified to create new ward boundaries and shall be codified as follows:

1.16.010 Ward boundaries described—Election districts.

A. Division of City into Wards. The city is divided into three wards, each to constitute an election district, as described in subsection B of this section.

B. Description of Wards.

1. Ward 1 comprises all that portion of the city within its corporate limits lying within the following described boundary:

The center line of Poplar Street is the west/east boundary separating Ward 1 and Ward 2; Ward 1 is all of the city's corporate limits lying to the east of Poplar St and to the west of the boundary that separates Ward 1 and Ward 3 as follows: Bryan Stock Trail which becomes S Beverly St, to E 21st St then west on E 21st St to the intersection of S McKinley St., then south on S. McKinley St. to the municipal boundary.

~~EASTERN BOUNDARY:~~

—Beginning at the intersection of South McKinley Street and East 27th Street; thence north along the centerline of South McKinley Street to its intersection with the south line of the McKinley Addition; thence east along the south line of the McKinley Addition to the southeast corner of the McKinley Addition; thence north along the east line of the McKinley Addition to the intersection of the south line of the Alta Vista Addition; thence east along the south line of the Alta Vista Addition to its intersection with Fairdale Avenue; thence north and easterly along the centerline of Fairdale Avenue to its intersection with East 21st Street; thence west along the centerline of East 21st Street to its intersection with South Conwell Street; thence north along the centerline of South Conwell Street to its intersection with East 4th Street; thence east along the centerline of East 4th Street to its intersection with South Kenwood Street; thence north along the centerline of South Kenwood Street to its intersection with East 2nd Street; thence east along the centerline of East 2nd Street to its intersection with South Beverly Street; thence north along the centerline of South Beverly Street to its intersection with Bryan Stock Trail; thence north along the centerline of Bryan Stock Trail to its intersection with the south line of the VFW Addition; thence west along the southern line of the VFW Addition to the west line of the VFW Addition; thence north along the west line of the VFW Addition to the north line of the VFW Addition; thence east along the north line of said VFW Addition to the west line of Bryan Stock Trail; thence north along the west line of Bryan Stock Trail to its intersection with the north line of Amoco Road.

—WESTERN BOUNDARY:

—Beginning at the centerline of South Poplar Street at the south boundary of Sunrise Hills #8 Addition, thence north along the centerline of South Poplar Street to its intersection with 50th Street; thence west along the south boundary of the Sunrise Hills #2 Addition to the west boundary of the Sunrise Hills #2 Addition; thence north along the west boundary of the Sunrise Hills #2 Addition to the south terminus of Chinook Trail Road; thence west along the south terminus of Chinook Trail Road to the south boundary of the Carman Addition; thence west along the south boundary of the Carman Addition to an angle point at the west boundary of said Addition; thence north along the west boundary of the Carman Addition to an angle point at the north boundary of said Carman Addition; thence east along the north boundary of the Carman Addition to its intersection with Chinook Trail; thence north along the west boundary of the Chinook Trail right of way to its intersection with the south boundary of the Rod Forgey Addition; thence west along the south boundary of the Rod Forgey Addition to an angle point at the west boundary of the Rod Forgey Addition; thence north westerly along the west boundary of the Rod Forgey Addition to an angle point at the south west corner of the Schicketanz Addition; thence north easterly along the west boundary of the Schicketanz Addition to an angle point at the south west corner of the Chinook Addition; thence north westerly along the west boundary of the Chinook Addition to its intersection with Wyoming Boulevard; thence east along the centerline of Wyoming Boulevard to its intersection with South Poplar Street; thence north along the centerline of South Poplar Street to its intersection with CY Avenue; thence northeast along the centerline of CY Avenue to its intersection with West 14th Street; thence west along the centerline of West 14th Street to its intersection with South Cedar Street; thence north along the centerline of South Cedar Street to its intersection with West Collins Drive; thence northeast along the centerline of West Collins Drive to its intersection with South Walnut Street; thence north along the centerline of South Walnut Street to its intersection with Yellowstone Highway; thence west along the centerline of Yellowstone Highway to its intersection with South Poplar Street; thence north along the centerline of Poplar Street to its intersection with the northerly line of the North Platte River Park Addition; thence east along the north line of the North Platte River Park Addition to an angle point at the

~~west boundary of the North Platte River Park Addition; thence north along the west boundary of the North Platte River Park Addition to its intersection with Amoco Road; thence west along the centerline of Amoco Road to its intersection with Poplar Street.~~

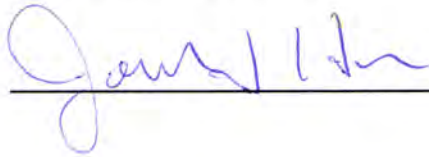
2. Ward 2 comprises all that portion of the city within its corporate limits lying west of the west boundary line of Ward 1, as described in subdivision 1 of this subsection.
3. Ward 3 comprises all that portion of the city within its corporate limits lying east of the east boundary line of Ward 1, as described in subdivision 1 of this subsection.

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

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

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

APPROVED AS TO FORM:



ATTEST:

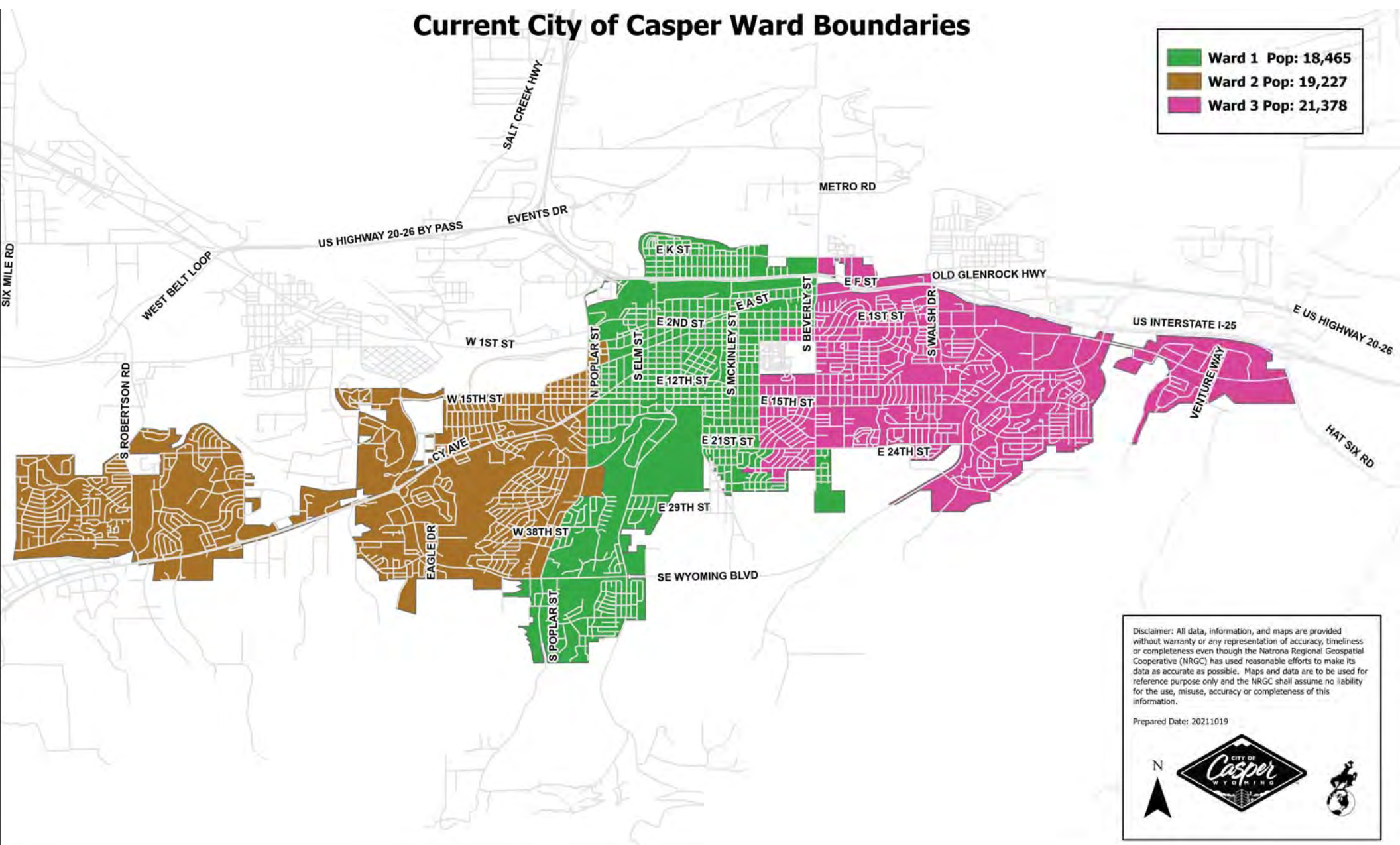
Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

Current City of Casper Ward Boundaries

■	Ward 1 Pop: 18,465
■	Ward 2 Pop: 19,227
■	Ward 3 Pop: 21,378



City of Casper Ward Boundaries 2020 Census

Ward 1 Pop: 19,591

Ward 2 Pop: 19,917

Ward 3 Pop: 20,301

Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20211019

City of Casper Ward Boundaries 2020 Census

Ward 1 Pop: 19,591

Ward 2 Pop: 19,917

Ward 3 Pop: 20,301

Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20211019

City of Casper Ward Boundaries 2020 Census

Ward 1 Pop: 19,591

Ward 2 Pop: 19,917

Ward 3 Pop: 20,301

Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20211019

January 17, 2022

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

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

SUBJECT: Public Hearing for New Resort Liquor License No. 1 Peachtree Hospitality Management, LLC d/b/a Hilton Garden Inn, Located at 1150 North Poplar.

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new resort liquor license no. 1 for Peachtree Hospitality Management, LLC d/b/a Hilton Garden Inn, located at 1150 North Poplar.

Summary

An application has been received requesting a new resort liquor license no. 1 for Peachtree Hospitality Management, LLC d/b/a Hilton Garden Inn, located at 1150 North Poplar.

Currently, this liquor license is owned by Trigild, Inc. d/b/a Hilton Garden Inn. Peachtree Hospitality is purchasing this resort on January 31st, 2022. This will make the current liquor license invalid and the sales of liquor will stop until such time that a new liquor license is approved.

If approved, this license will become active immediately.

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

Financial Considerations

City will receive \$234 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

To be completed by City/County Clerk

License

Fees

Annual Fee: \$ 234.00

Prorated Fee: \$ _____

Transfer Fee: \$ _____

Publishing Fee: \$ _____

Local License #:

Date filed with

clerk:

Advertising Dates: (2 Weeks)

1/19/2022 & 1/23/2022

Hearing Date:

Publishing Fee Direct Billed to Applicant: ☒

License Term:

Month

Day

Year

Through

Month

Day

Year

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

Applicant: Peachtree Hospitality Management, LLCTrade/Business Name (dba): Hilton Garden InnBuilding to be licensed/Building Address: 1150 N. Poplar Street

Number & Street

Casper

City

Wyoming

State

82401

Zip

Natrona

County

Local Mailing Address:

3500 Lenox Rd. Suite 1225

Number & Street or P.O. Box

Atlanta

City

GA

State

30326

Zip

Local Business Telephone Number:

307 240-1200

Fax Number: ()

Business E-Mail Address:

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Casper☐ COUNTY OF: _____**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER _____☒ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHEDFORMERLY HELD BY: Tigild, Inc.**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☒ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☐ COMBINATION
ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)**RESTAURANT LIQUOR LICENSE**☒ RESORT LIQUOR LICENSE☐ BAR AND GRILL**LIMITED RETAIL (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL/SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from Jan to Dec☐ SEASONAL/PART-TIME

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

from Mon to Sunday☐ NON-OPERATIONAL/PARKED

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

from 10am to 2am

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

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

(i) When the lease expires, located on page 6 paragraph 2.1 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 8 paragraph 4.1E of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

☐ YES ☒ NO**6. RESORT LICENSE:**

Does the resort complex:

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☒ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ WINERY

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

☐ YES ☒ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☒ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ MICROBREWERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jatin Desai						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Greg Friedman						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Mitni Patel						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

Under penalty of perjury, and the possible revocation or cancellation of the license,

I swear the above stated facts, are true and accurate.

Georgia
STATE OF ~~WYOMING~~)
COUNTY OF Fulton) SS.

Signed and sworn to before me on this 30th day of December, 20 21 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Jatin Desai</u> (Printed Name)	<u>Manager</u> Title
2) <u>[Signature]</u> (Signature)	<u>Greg Friedman</u> (Printed Name)	<u>Manager</u> Title
3) <u>[Signature]</u> (Signature)	<u>Mitni Patel</u> (Printed Name)	<u>Manager</u> Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



[Signature]
Signature of Notary Public

(SEAL)

Commission expires: 7-19-2024

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 01/15/2020 and ended on 02/19/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Laatsch

Date: 1-18-2022

Title: Licensing Specialist



Scribed in my presence and sworn before me on this

18th day of January, 2022

Christa K. Wiggs

Provide to City of Casper Central Records

APPLICATION FOR NEW RESORT LIQUOR LICENSE

An application for a new Resort liquor license no. 1 Peachtree Hospitality Management d/b/a Hilton Garden Inn, located at 1150 North Poplar Street has been received in this office. Public Hearing on said application will be held on February 1, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: January 19 & 23, 2022

EAGLE VALLEY SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 6th day of December, 2021, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Benjamin and Michal Hansuld, 128 East 27th Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Tracts B, C, D and E of The Back Nine Addition to create a new subdivision named "Eagle Valley", located south of West 29th Street, and east of Casper Mountain Road.
- C. A plat of Eagle Valley ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Benjamin & Michal Hansuld
128 E. 27th Street
Casper, WY 82601

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final

payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Mayor

WITNESS:

By: Debbie Walker

Printed Name: Debbie Walker

Title: _____

OWNER

Benjamin Hansuld

By: Benjamin Hansuld

Printed Name: Ben Hansuld

Title: Mr.

WITNESS:

By: Debbie Walker

Printed Name: Debbie Walker

Title: _____

OWNER

Michal Hansuld

By: Michal Hansuld

Printed Name: Michal Hansuld

Title: Mrs.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

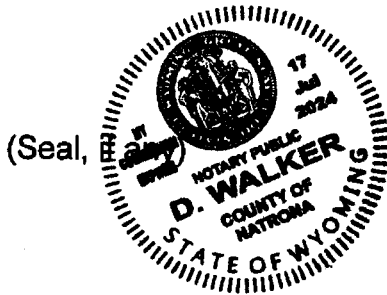
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of December, 2021, by Benjamin Hansuld as the Owner of the Eagle Valley Subdivision.



D. Walker
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 07-17-2024]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of December, 2021, by Michal Hansuld as the Owner of the Eagle Valley Subdivision.

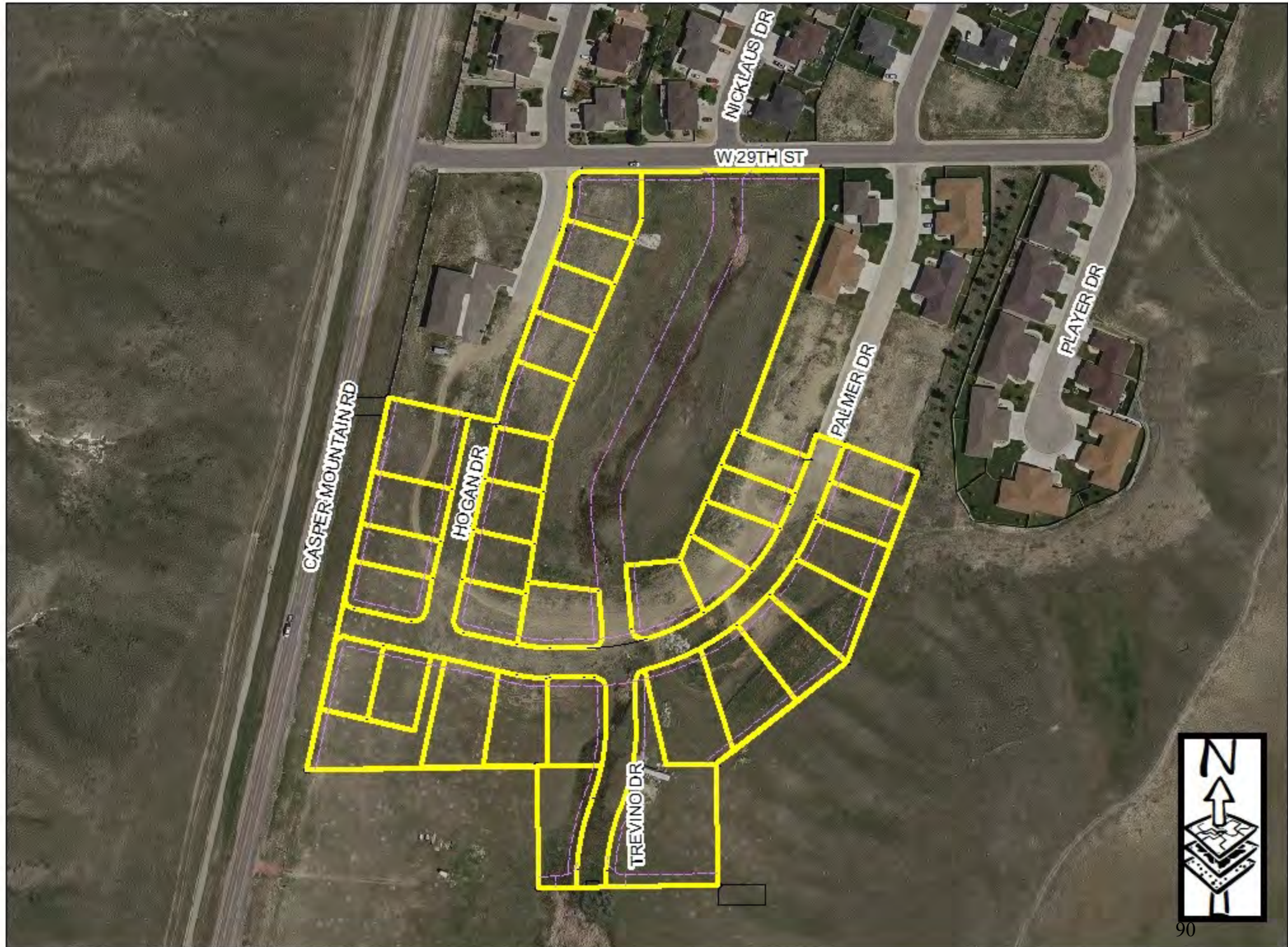


D. Walker
(Signature of notarial officer)

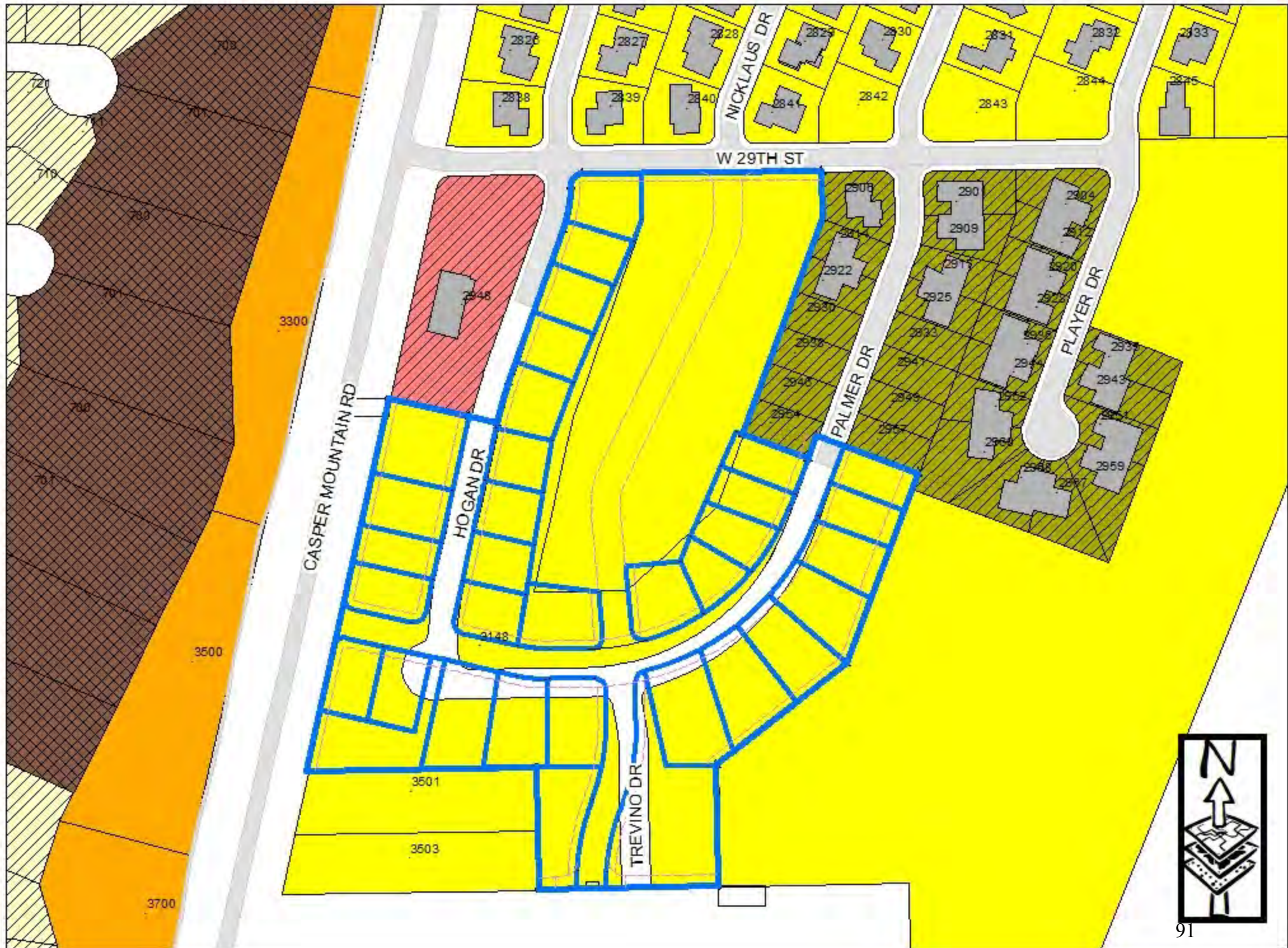
Notary
Title (and Rank)

[My Commission Expires: 07-17-2024]

Proposed "Back Nine" Replat/Subdivision



Proposed "Back Nine" Replat/Subdivision



Christa Wiggs

From:
Sent: Wednesday, November 17, 2021 9:05 PM
To: Planning
Subject: SUB-96-2021 & ZOC-97-2021- Public Hearing 11-18-2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: SUB-96-2021 & ZOC-97-2021- Petition for Zone Change of the Back Nine-

We, Gustavo Martinez Jr. & Sandra Martinez own our home at: 2838 Hogan Dr., Casper, WY.
We live at the cross-intersection of: Casper Mt. Rd. & W. 29th St.

We, after further consideration, & review, are in agreeance of a vacation & replat of Tracts, B, C, D & E of "The Back Nine Addition" to create a new subdivision named "Back Nine" as proposed.

We are also in agreeance with the zone change of the proposed "Back Nine" addition from R-2 (One Unit Residential to R-3 (One to Four Unit Residential). *We would prefer that the Applicant's lean more toward the One Unit Residential build.

We are very concerned of the value, pricing & construction of said projects within the immediate area of our home & those of our neighbors. It must to remain consistent with the the already established Back Nine & Nine Irons Development.

Please, hear our voice & our concerns.

Sincerely,
Gustavo Martinez Jr. & Sandra Martinez
2838 Hogan Dr.
Casper, WY 82601

Christa Wiggs

From: Richard Rogers
Sent: Friday, November 12, 2021 12:40 PM
To: Planning
Subject: Sub-96-2021 &ZOC-97-2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for presenting a convenient method for us to respond to the application for a change in zoning to property next to our home here in Casper. This method you provide is particularly useful to us as we respond because of the current COVID problems and because I and my wife have issues of concern beyond our age, in my case Parkinson Disease.

Just an initial observation-- we have been subjected to several applications to a change in zoning each time there has been a change in ownership. This time I felt I needed to respond with a negative comment to the proposal. I purposefully waited until this date, with the hopes we might be contacted by the new owners on what and why they have proposed this change and some detail as to what they are planning. Unfortunately, we have not been contacted, so we wanted to present our concern now.

If we are reading the proposal correctly, the request is basically to allow twin homes to 4-plexes to be built in the adjoining properties, after the additional twin homes are built by a different owner in the remaining 4 lots open for building. We have no problem with those new sites continuing and in fact welcome them. It is with the remaining building sites owned now by Benjamin and Michal Hansuld that we have concerns and are the subject to the zoning change request. Our general issue has to do with the change in the character of the neighborhood that is likely to happen if the proposed change is allowed and that we previously were told would be preserved as we went through two earlier revisions to change for the subject property.

Our concern is that we will have a new neighborhood of people renting from the existing neighborhood of property ownership and the pride and rights that flow to property owners, including the property rights that flow to citizens. While the neighborhood may not change immediately with the initial group of people selected by the new owners, we remain concerned of the impact of the people dwelling here down the road and the potential of devaluing our property.

There are of course other arguments that might be presented by our neighbors who object to the proposal, our chief concern is outlined above and perhaps the new owners will want to address our concerns when convenient for them.

Our thanks again to the Planning Division of the City for their help here and in the past.

Sincerely,

Richard Rogers

Rose Rogers, Property Owners

Sent from Mail for Windows

ORDINANCE NO. 1-22

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE EAGLE VALLEY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Tracts B, C, D and E of The Back Nine Addition to create the Eagle Valley Addition, located south of West 29th Street and east of Casper Mountain Road, and comprising 17.25-acres, more or less; and,

WHEREAS an application has been made to rezone the proposed Eagle Valley Addition from R-2 (One Unit Residential) to R-3 (One to Four 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 November 18, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, subdivision agreement 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 is hereby approved.

SECTION 2:

The Eagle Valley 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 the Eagle Valley Addition shall be R-3 (One to Four Unit Residential).

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 14th day of January 2022

PASSED on 2nd reading the 18th day of January 2022.

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

APPROVED AS TO FORM:

Walter Tremel

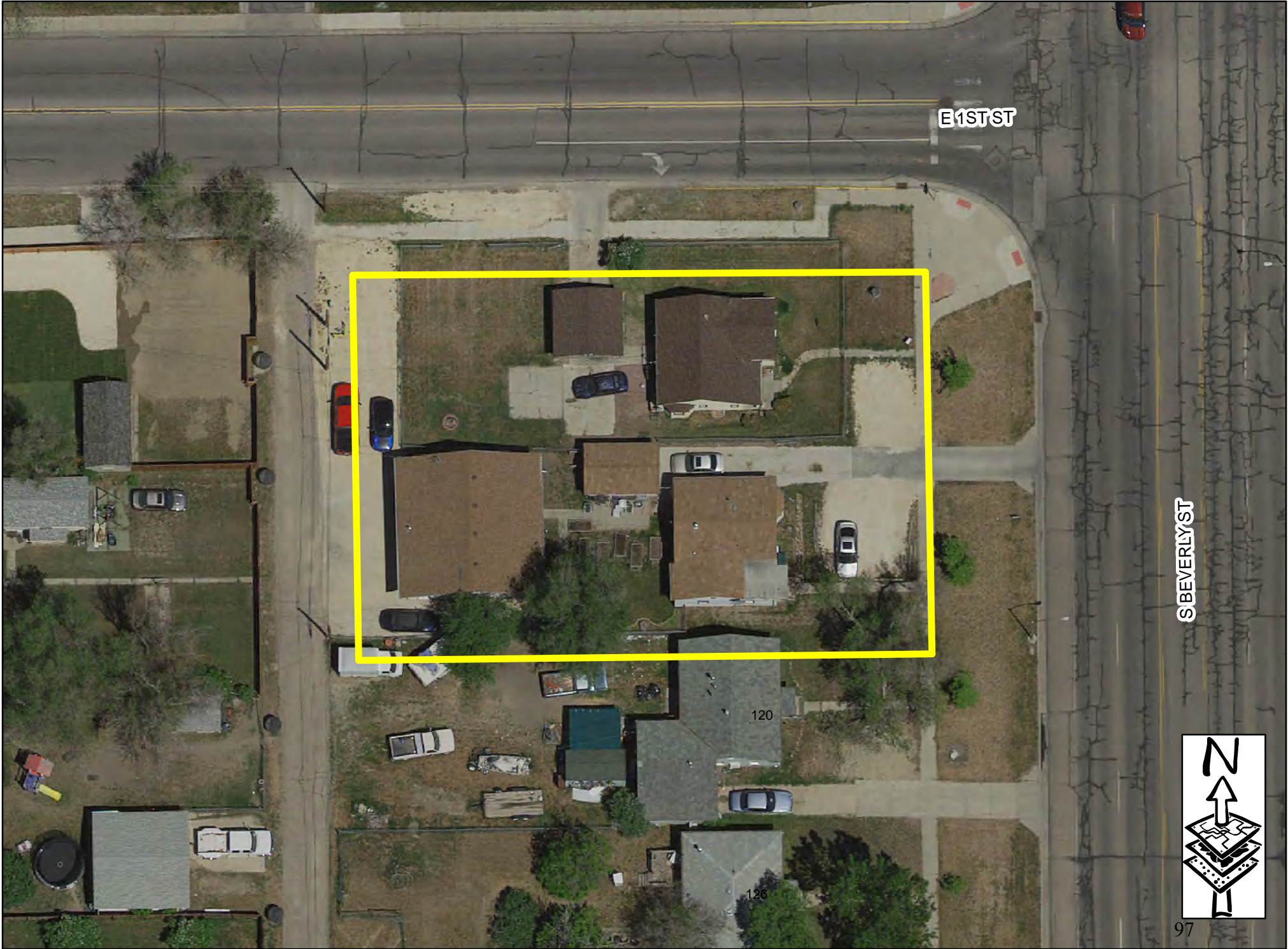
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

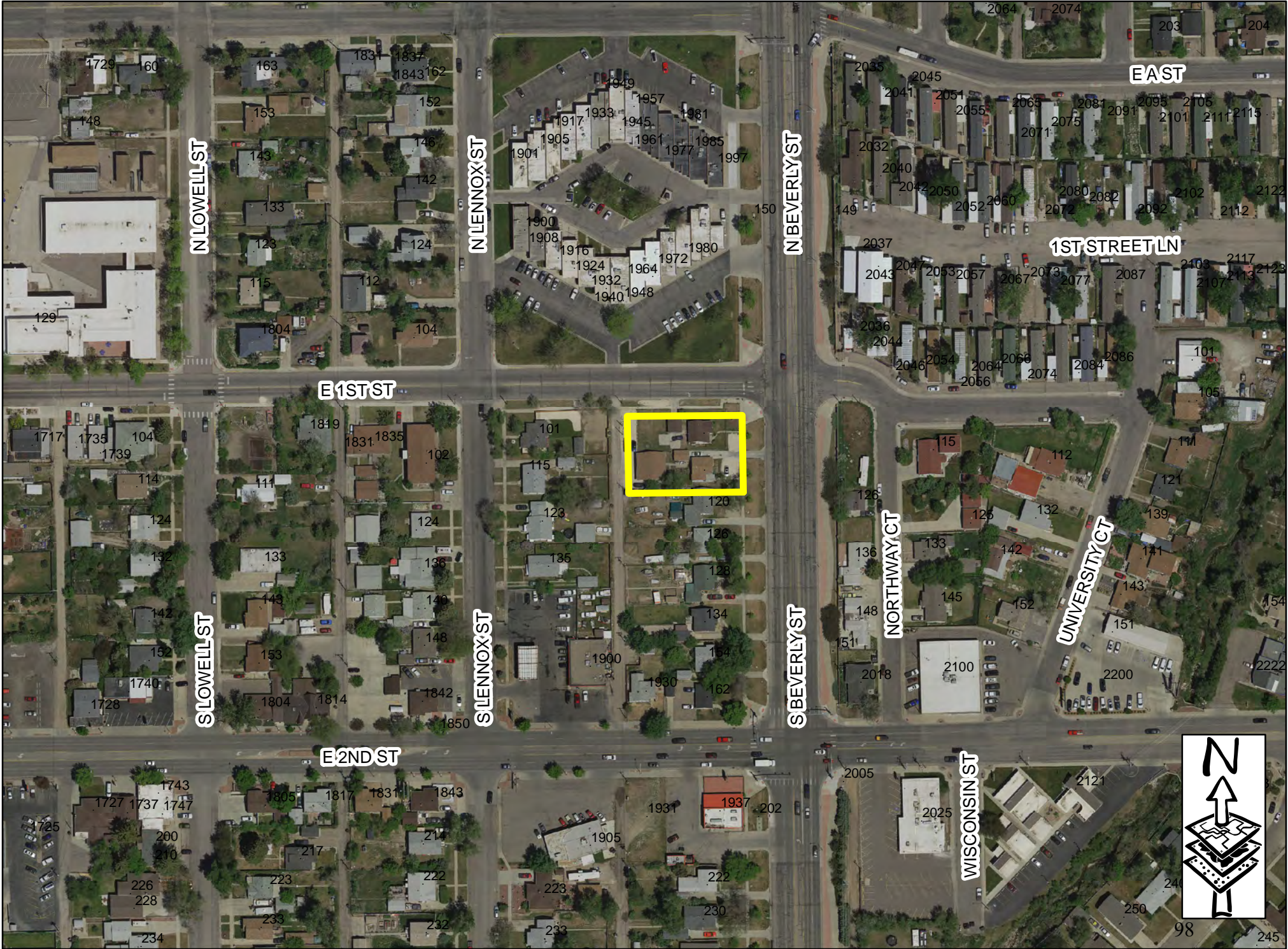
Fleur Tremel
City Clerk

Ray Pacheco
Mayor

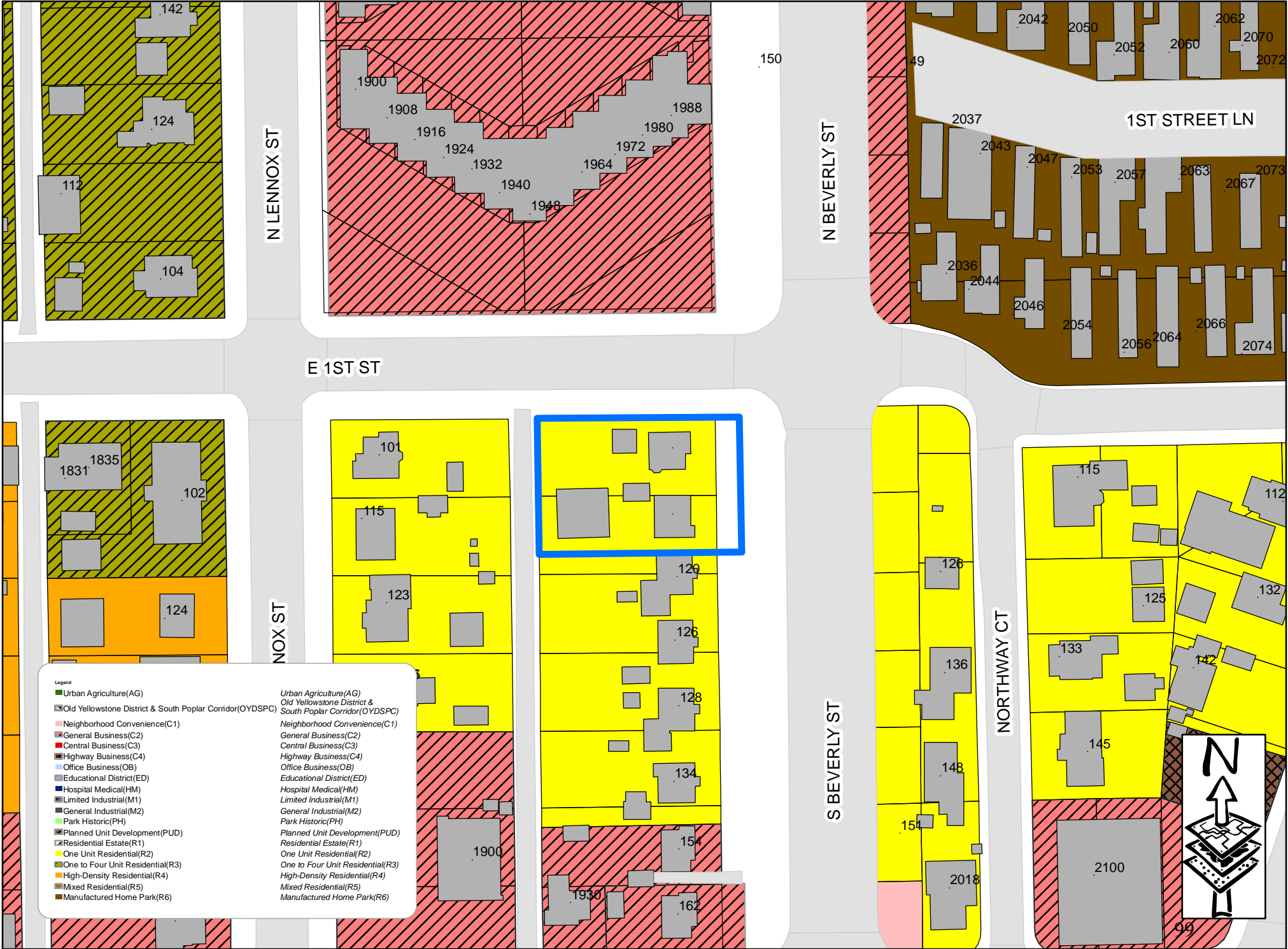
Zone Change Request - 110 & 104 South Beverly St



Zone Change Request - 110 & 104 South Beverly St



Zone Change Request - 110 & 104 South Beverly St



ORDINANCE NO.2-22

AN ORDINANCE APPROVING A ZONE CHANGE OF 104 AND 110 SOUTH BEVERLY STREET, COMPRISING PORTIONS OF LOTS 13, 14, AND A VACATED STRIP OF FORMER BEVERLY STREET RIGHT-OF-WAY, BLOCK 2, BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, application has been made to rezone the above-described parcels from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on December 16, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

104 and 110 South Beverly Street, comprising portions of Lots 13, 14 and a vacated strip of former Beverly Street right-of-way, Block 2, Beverly Addition, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

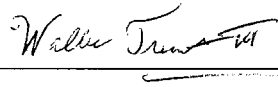
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 18th day of January 2022.

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

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

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

January 13, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Thomas Solberg, Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$20,000.00 for the purchase of equipment for Regional Response Team 2

Meeting Type & Date
Regular Council Meeting
February 1, 2022

Action type
Resolution

Recommendation
That Council, by resolution, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$20,000.00 for the purchase of equipment for Regional Response Team 2.

Summary
The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$20,000.00 was awarded for the purchase of equipment for Regional Response Team 2. These funds will be used to purchase technical rescue equipment that will replace current gear that is 10 years old, and needs replaced due to industry safety standards. This gear compliment will include a SKED stretcher, CMC Clutch rappelling devices, carabiners, harnesses and ropes. This equipment will give Regional Response Team 2, which is managed by the Casper Fire-EMS Department, the capability to respond to and mitigate various technical rescue incidents within our district (Natrona, Converse and Goshen Counties) and state wide.

Financial Considerations
This grant for \$20,000 was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

Oversight/Project Responsibility
Jason Speiser, Deputy Chief
Cameron Siplon, Deputy Chief

Attachments
Regional Response Grant

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2021**

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$20,000.00
Period of Performance:	September 1, 2021 through August 31, 2023
CFDA #:	97.067
DHS Grant Code:	EMW-2021-SS-00015
Project ID:	21-SHSP-RR2-RR-AET3

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are 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 St., Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **Casper Fire-EMS** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2021 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming on September 8, 2021. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2021 through August 31, 2023. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed twenty thousand dollars and zero cents (\$20,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2021 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

- I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- J. **Nationwide Cybersecurity Review.** Subrecipient shall complete the 2021 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2021.
- K. **Closeout.**
 - (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
 - (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.
- L. Subrecipient shall comply with the federal pass through provisions described in Exhibit 1, which is attached to and incorporated into this Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 5 above.
 - B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
 - C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.
8. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
 - B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
 - C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
 - D. **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.
 - E. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify

Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- F. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- G. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- H. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- I. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- J. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- K. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- L. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- M. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- N. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- O. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- P. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Q. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- R. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial

assistance awards.

- S. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- T. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- U. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- V. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- W. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- X. **Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-

Dole Act, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

- Y. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Z. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- AA. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- BB. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- CC. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- DD. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- EE. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- FF. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- GG. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- HH. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- II. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- JJ. Age Discrimination Act of 1975.** Subrecipients must comply with the

requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

- KK. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- LL. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- MM. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- NN. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- OO. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- PP. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal

Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- QQ. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- RR. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- SS. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- TT. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- UU. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- VV. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- WW. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XX. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R.

Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; and Exhibit 1, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- Q. 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.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, 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 State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- S. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- T. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- U. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. **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.
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Ray Pacheco – Mayor, City of Casper

Printed Name and Title of Designee

Attested By: Fleur Tremel – City Clerk

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walker Tremel
Attorney

12/17/21
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner #216685
Tyler M. Renner, Supervising Attorney General

11-30-2021
Date

Attachment A: Project Description

City of Casper

Project ID: 21-SHSP-RR2-RR-AET3

IJ ID #: 8.3

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.

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none">• Purchase of eligible equipment for a winch kit, winch adapter and eligible accessories as outlined in Budget Narrative	\$20,000.00

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

Exhibit 1

Subrecipient agrees to comply with the following Federal pass-through provisions:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RESOLUTION NO.22-11

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY.

WHEREAS, the City of Casper has been awarded a grant from the Wyoming Office of Homeland Security in the amount of Twenty Thousand Dollars (\$20,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of Homeland security; and,

WHEREAS, the grant funds will be used to purchase Regional Response Equipment, to include technical rescue equipment to mitigate Regional Response calls.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of Twenty Thousand Dollars (\$20,000), is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 13, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Thomas Solberg, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$16,000.00 for the purchase of equipment for Regional Response Team 2

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$16,000.00 for the purchase of equipment for Regional Response Team 2.

Summary

The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$16,000.00 was awarded for the purchase of equipment for Regional Response Team 2. These funds will be used to purchase hazardous material containment, sampling, and analyzing equipment. This equipment will give Regional Response Team 2 which is managed by the Casper Fire-EMS Department the capability to respond to and mitigate various hazardous material incidents within our district (Natrona, Converse and Goshen Counties) and state wide.

Financial Considerations

This grant for \$16,000 was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

Oversight/Project Responsibility

Jason Speiser, Deputy Chief
Cameron Siplon, Deputy Chief

Attachments

Regional Response Grant

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2021**

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$16,000.00
Period of Performance:	September 1, 2021 through August 31, 2023
CFDA #:	97.067
DHS Grant Code:	EMW-2021-SS-00015
Project ID:	21-SHSP-RR2-RR-AET2

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are 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 St., Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **Casper Fire-EMS** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2021 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming on September 8, 2021. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2021 through August 31, 2023. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed sixteen thousand dollars and zero cents (\$16,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2021 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

- I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- J. **Nationwide Cybersecurity Review.** Subrecipient shall complete the 2021 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2021.
- K. **Closeout.**
 - (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
 - (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.
- L. Subrecipient shall comply with the federal pass through provisions described in Exhibit 1, which is attached to and incorporated into this Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **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.
- E. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify

Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- F. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- G. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- H. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- I. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- J. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- K. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- L. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- M. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- N. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- O. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- P. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Q. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- R. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial

assistance awards.

- S. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- T. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- U. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- V. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- W. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- X. **Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-

Dole Act, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

- Y. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Z. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- AA. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- BB. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- CC. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- DD. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- EE. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- FF. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- GG. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- HH. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- II. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- JJ. Age Discrimination Act of 1975.** Subrecipients must comply with the

requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

- KK. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- LL. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- MM. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- NN. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- OO. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- PP. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal

Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- QQ. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- RR. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- SS. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- TT. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- UU. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- VV. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- WW. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XX. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R.

Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; and Exhibit 1, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- Q. 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.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, 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 State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- S. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- T. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- U. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. **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.
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date


Ray Pacheco – Mayor, City of Casper

Printed Name and Title of Designee

Attested By: Fleur Tremel – City Clerk

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM



Attorney

12/9/21
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Supervising Attorney General

11-29-2021
Date

RESOLUTION NO.22-12

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY.

WHEREAS, the City of Casper has been awarded a grant from the Wyoming Office of Homeland Security in the amount of Sixteen Thousand Dollars (\$16,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of Homeland security; and,

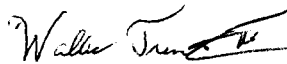
WHEREAS, the grant funds will be used to purchase Regional Response equipment, to include hazardous material containment, sampling, and analyzing equipment to mitigate Regional Response calls.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of Sixteen Thousand Dollars (\$16,000), is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 13, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Thomas Solberg, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$91,296.00 for the purchase of equipment for Regional Response Team 2

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$91,296.00 for the purchase of equipment for Regional Response Team 2.

Summary

The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$91,296.00 was awarded for the purchase of equipment for Regional Response Team 2. These funds will be used to purchase a response vehicle to transport personnel and equipment to regional response emergencies. This vehicle will give Regional Response Team 2 which is managed by the Casper Fire-EMS Department the ability to respond to and mitigate various all hazards incidents within our district (Natrona, Converse and Goshen Counties) and state wide.

Financial Considerations

This grant for \$91,296.00 was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

Oversight/Project Responsibility

Jason Speiser, Deputy Chief
Cameron Siplon, Deputy Chief

Attachments

Regional Response Grant

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2021**

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$91,296.00
Period of Performance:	September 1, 2021 through August 31, 2023
CFDA #:	97.067
DHS Grant Code:	EMW-2021-SS-00015
Project ID:	21-SHSP-RR2-RR-AET1

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are 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 St., Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **Casper Fire-EMS** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2021 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming on September 8, 2021. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2021 through August 31, 2023. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed ninety-one thousand, two hundred ninety-six dollars and zero cents (\$91,296.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2021 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2021 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2021.

K. Closeout.

- (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

L. Subrecipient shall comply with the federal pass through provisions described in Exhibit 1, which is attached to and incorporated into this Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **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.
- E. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify

Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- F. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- G. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- H. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- I. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- J. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- K. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- L. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- M. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- N. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- O. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- P. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Q. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- R. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial

assistance awards.

- S. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- T. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- U. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- V. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- W. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- X. **Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-

Dole Act, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

- Y. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Z. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- AA. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- BB. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- CC. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- DD. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- EE. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- FF. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- GG. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- HH. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- II. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- JJ. Age Discrimination Act of 1975.** Subrecipients must comply with the

requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

- KK. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- LL. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- MM. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- NN. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- OO. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- PP. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal

Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- QQ. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- RR. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- SS. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- TT. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- UU. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- VV. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- WW. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XX. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R.

Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; and Exhibit 1, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- Q. 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.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, 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 State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- S. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. 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.
- Y. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Ray Pacheco – Mayor, City of Casper

Printed Name and Title of Designee

Attested By: Fleur Tremel – City Clerk

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walker Trust W
Attorney

12/9/21

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner #216683
Tyler M. Renner, Supervising Attorney General

11-29-2021
Date

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.

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none">Purchase and shipping of one cargo container trailer with eligible accessories as outlined in Budget Narrative	\$91,296.00

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. 22-13

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY.

WHEREAS, the City of Casper has been 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 City of Casper desires to accept the grant funds from the Wyoming Department of Homeland security; and,

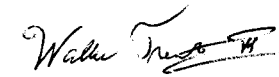
WHEREAS, the grant funds will be used to purchase Regional Response Equipment, to include a response vehicle to transport personnel and equipment to Regional Response calls.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of Ninety-One Thousand Two Hundred Ninety-Six Dollars (\$91,296), is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

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

APPROVED AS TO FORM:




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
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 18, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jill Johnson, Financial Services Director 
John Henley, City Attorney 

SUBJECT: Ratify WyoStar Accounts

Meeting Type & Date

Regular Council Meeting, February 1, 2022

Action type

Resolution

Recommendation

That Council, by Resolution, ratify the establishment and funding of WyoStar and WyoStar II Local Investment Pool accounts and authorize the City Treasurer to transfer funds to these accounts based on the recommendations of the Investment Advisory Committee.

Summary

In November, the Investment Advisory Committee established by the Financial Administrative Guidelines, recommended a transfer of \$30 million dollars invested in the City's Short-Term Investment account, held by First Interstate Bank to a newly created WyoStar II Local Investment Pool account offered by the Treasurer of the State of Wyoming. The recommendation was developed after reviewing the earnings rates for both accounts.

Prior to establishing the account and moving the funds, legal advice was requested from the City Attorney to see if Council approval was required. The response was the City Treasurer had the authority, based on the recommendations from the Committee to establish and fund the WyoStar account. After further research, the City Attorney, in a memo to the City Treasurer, corrected the recommendation and now states that City Council approval is required. The account has already been established and is partially funded.

In reviewing past Council actions, it appears that the original WyoStar account, which has been in place for several years, also was not approved by Council.

Financial Considerations

The WyoStar investment pools are another option for investing public funds. The rate of return which is net of fees, when compared to other investments held by the City, can yield additional revenue for City programs.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution _____

Memo from City Attorney – Statutory Authority

To: Jill Johnson

From: John Henley 

Date: 1-13-2022

Re: Corrected response to your request of November 9, 2021

Jill,

I am sorry to report that I was wrong in my November 15, 2021 answer to you regarding an investment in the second State Investment Pool, Wyo-Star II.

I attach a copy of your request which inquired if the investment committee needed to go to Council for approval. My response to that question was that Council approval was not necessary, based upon W. S. 9-4-831 (a) (xxvii) (A):

(xxvii) Investments as provided in W.S. W.S. 9-4-715(a), (d) and (e). Upon request by any county, municipality, school district, joint powers board or any other local governmental entity the state treasurer may provide an investment fund for local government entities under the same terms and conditions as provided in W.S. 9-1-416. The fund shall:

(A) Be a second local investment pool with more long-term redemption options than the local investment pool established under W.S. 9-1-416 and with additional penalties for early withdrawal of funds as provided by rule and regulation adopted by the state treasurer;

(B) Be subject to rules and regulations adopted by the state treasurer as provided in W.S. 9-1-416;

(C) Be invested in a manner to obtain the highest return possible consistent with the preservation of the corpus; and

(D) Except as otherwise provided in this paragraph, be managed in accordance with W.S. 9-1-416.

Wyo. Stat. 9-4-831 Investment of public funds (Wyoming Statutes (2022 Edition))

What I did not go on to read or comprehend was that subsection (b) of the same 9-4-831, mandated that all investments reference in 9-4-831 need municipal council approval:

(b) No investment of public funds under this section shall be made by any of the officials above designated, until the affected fiscal board of the state of Wyoming, the board of county commissioners, the municipal council or the school district board of trustees as the case may be, has first authorized the same.

If the committee has so invested, I suggest a resolution ratifying the committee's action. If the committee has not yet invested, please note that Council approval is necessary.

RESOLUTION NO. 22-14

A RESOLUTION RATIFYING THE ESTABLISHMENT
AND CONTINUED FUNDING OF WYOSTAR AND
WYOSTAR II STATE INVESTMENT POOL ACCOUNT

WHEREAS, the City's cash balances are comprised of amounts available for temporary investing in fixed income securities and amounts that need to remain liquid cash to meet the daily cash flow needs; and,

WHEREAS, several options are available for the investing of the cash balances needed for liquid cash that would serve to optimize interest income earned and reduce fees incurred; and,

WHEREAS, those options meet the City's investment objectives of, in order of importance, Legality, Safety, Liquidity and Rate of Return, and

WHEREAS, the State of Wyoming has established two local government investment pools, WyoStar and WyoStar II, and

WHEREAS, the City of Casper governing body has established an Investment Advisory Committee, and

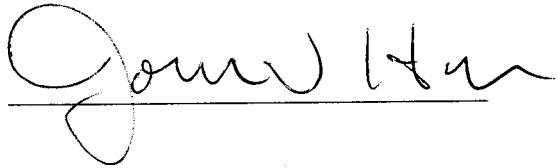
WHEREAS, the Investment Advisory Committee has recommended establishing and funding a WyoStar and WyoStar II account which was completed in November, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper establishment of a WyoStar and WyoStar II account with the Wyoming State Treasurer and the placement of cash in these accounts as recommended by the Investment Advisory Committee is hereby ratified.

BE IT FURTHER RESOLVED: That the City Treasurer is hereby authorized to make additional transfers to the WyoStar and WyoStar II accounts as recommended by the Investment Advisory Committee.

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

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 18, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
Terry Cottenor, Engineering Technician

SUBJECT: Authorizing a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation in the Amount of \$400,000, for the College Drive Multi-Use Pathway.

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the College Drive Multi-Use Pathway, Project No. 21-024, in the amount of \$400,000.

Summary

On Tuesday, July 6, 2021, Council approved a resolution to support the City of Casper's application to the Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. On October 27, 2021, the Wyoming Transportation Commission fully approved the City of Casper's application for TAP funding.

The project will include construction of a new ten foot (10') wide concrete pathway along College Drive from West 18th Street to South Poplar Street to improve the walkability and bicycle access of residential areas in South Casper near Casper College. The project was identified as a near-term priority in the Casper Area Metropolitan Planning Organization's (MPO) Long-Range Transportation Plan Update from January 2020. The new pathway will create a safe, comfortable experience near Casper College and provide connectivity to the Casper's Trails system. Additionally, it will provide a safe route for non-drivers to access Casper College.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$500,000. With TAP funding in the amount of \$400,000, the City will be required to supply \$100,000 in matching funds.

Financial Considerations

The total budget for the project is \$500,000. \$400,000 is expected to come from the TAP funding. The City will be supplying its match in the amount of \$100,000 from the One Cent #16 Optional Sales Tax Funds.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Two (2) Copies of the Agreement

FY2022
TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: City of Casper	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2024	Budget Period Start and End Date: Term Start Date through September 30, 2025
Federal Award this Agreement: \$400,000.00	Total Federal Award to Subrecipient: \$400,000.00
Total Federal Award: \$500,000.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Kelley Shepp Telephone: 307-777-3938 Email: kelly.shepp@wyo.gov
Subrecipient Contact: Terry Cottenoir Phone: 307-235-8341 Email: tcottenoir@casperwy.gov	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: College Drive Multi-Use Pathway	Recipient County: Natrona
Agreement No.: CD 0.00 CD22202	Project No.: CD22202

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (Subrecipient), whose address is: 200 North David Street, Casper, Wyoming 82601.



2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2022 or the Effective Date, whichever is later (Term Start Date), through September 30, 2025. The Subrecipient's Budget Period is from the Term Start Date, through September 30, 2025. The Period of Performance is from the Term Start Date through December 31, 2024.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Subrecipient agree as to the following General Conditions:**
- A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Subrecipient's TAP application, dated June 25, 2021, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.
- (i) **Project Description.** The City of Casper will be constructing a ten (10) foot wide, four thousand four hundred (4400) foot long multi-use concrete pathway from South Poplar Street to Casper College at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
- (ii) **Responsibility of Subrecipient.** Subrecipient shall:
- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
 - (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate;
 - (g) Undertake and complete the project as described and set forth in Attachment A.



(iii) Responsibility of WYDOT. WYDOT will:

- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;
- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be from the Term Start Date through December 31, 2024 and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Subrecipient shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the project Subrecipient.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Subrecipient's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States



- D. Federal and State Required Contract Provision.** The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
 - (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
 - (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
 - (iv) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
 - (v) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
 - (vi) Required Federal Contract Provisions: Attachment C, FHWA Form 1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
 - (vii) Contractor and subcontractor Certification for Suspension and Debarment.
 - (viii) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
 - (ix) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.



- (x) **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- (xi) **Domestic Preferences for Procurement:** Requires a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.
- (xii) **Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment:** Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) **Never Contract with the Enemy:** Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.

E. Prohibited Interest. No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

F. Project Abandonment. Should the Subrecipient abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

G. Project Administration. Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost.



Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Subrecipient representatives and approved by the WYDOT LGC Office.

- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative may accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Subrecipient shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Subrecipient shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed four hundred thousand dollars (\$400,000.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of five hundred thousand dollars (\$500,000.00) (including local match) shall be borne by the Subrecipient.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed



and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Subrecipient within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Subrecipient may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Subrecipient accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Subrecipient. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment.



- L. Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Subrecipient to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by the WYDOT LGC Office.
- M. Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the project is complete.
- N. Restrictions, Prohibitions, Controls and Labor Provisions**
- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
 - (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Subrecipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
 - (iii) **Title VI Civil Rights Act of 1964.** The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964



(49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.

- (iv) **Compliance with Elderly and Disabled Regulations.** The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- O. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Subrecipient must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Subrecipient's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. **Special Provisions**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or



- (iii) Uses forced labor in the performance of the award or subawards under the award.

- E. **Kickbacks.** The Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Subrecipient 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.

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT 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.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient 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 Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age



Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Subrecipient 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.

- 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 projects, 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 Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 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 Subrecipient agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Subrecipient 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 WYDOT.
- N. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT 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 Subrecipient purchases ownership using funds awarded under



this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- O. Federal Audit Requirements.** The Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Subrecipient 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 Agreement, the Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. Program Income.** The Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.



- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of one (1) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements,



whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** The Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming



employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- O. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. 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.
- Q. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et*



seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.



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7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

City of Casper:

Fleur Tremel

By: _____
Ray Pacheco, Mayor

City Clerk

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Caitlin Casner, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

By: *Alysia Goldman* # 218055
Alysia Goldman
Assistant Attorney General
State of Wyoming
1/11/22

Date agreement prepared: November 1, 2021

Approved to sign:
Keith R. Fulton # 218055
Casper

Transportation Alternatives Program Agreement between WYDOT and the City of Casper
Federal Project CD22202, College Drive Multi-Use Pathway Project in Natrona County
Page 18 of 18



Project Description:

This project will achieve the Casper Area MPO and the City of Casper's near term priority of the Long-Range Transportation Plan Update to create a non-motorized route from South Poplar Street to Casper College. The project will improve the walkability and bicycle access to the residential areas in South Casper near Casper College by constructing a new 10-foot wide concrete multi-use pathway that connects the newly installed bike lanes east of Ash Street to South Poplar Street. The project will create a safe, comfortable experience near Casper College and provide connectivity to the City's Trails system within Casper. Additionally, it will provide a safe route for non-drivers to access the Casper College and the Murane Fields, Mike Sedar Park and Pool, and the YMCA of Natrona County.



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor 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 CFR 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

RESOLUTION NO.22-15

A RESOLUTION AUTHORIZING A TRANSPORTATION
ALTERNATIVES PROGRAM AGREEMENT WITH THE
WYOMING DEPARTMENT OF TRANSPORTATION FOR THE
COLLEGE DRIVE MULTI-USE PATHWAY.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation (WYDOT) accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Four Hundred Thousand Dollars (\$400,000.00), for the College Drive Multi-Use Pathway; and,

WHEREAS, funding in the amount of Four Hundred Thousand Dollars (\$400,000.00) is available under the TAP program for the project; and,

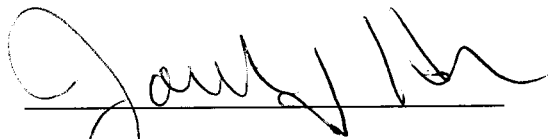
WHEREAS, WYDOT requires the City of Casper to execute the TAP Agreement to accept this funding.

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 two (2) copies of the TAP Agreement with WYDOT.

BE IT FURTHER RESOLVED: That the City Manager and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to this Agreement.

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

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

January 12, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer

SUBJECT: Authorizing a Contract for Professional Services with JKC Engineering for \$40,800 for the 2022 Casper Regional Landfill Survey, Project No. 22-001.

Meeting Type & Date:

Regular City Council Meeting on February 1, 2022.

Recommendation:

That Council, by Resolution, authorize a contract for professional services with JKC Engineering (JKC) in the amount not to exceed \$40,800, for the 2022 Casper Regional Landfill Survey, Project No. 22-001.

Summary:

The Casper Regional Solid Waste Facility is required to perform emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Casper Regional Landfill (CRL) Permit #10.071. This includes performing annual volume calculations related to air space used for burying waste at the CRL.

JKC submitted a fee proposal, in the amount of \$40,800, for the 2022 CRL survey to provide a topographic survey of the CRL through aerial photogrammetric methods and air space volume calculations. JKC has performed this work for the Solid Waste Facility from 2018 through 2021.

The work includes performing an aerial survey and traditional surveying tasks with this work: recovering and establishing an aerial control network; providing a quality assurance and quality control report for the control network established; performing an aerial survey and generating photogrammatic data and image mapping of the CRL and Casper Solid Waste Transfer Station; providing a volumetric analysis; and quarterly boundary surveying for the CRL. This work will be incorporated into the annual environmental monitoring report that will be submitted to WDEQ/SHWD. Additionally, the 2022 scope of work includes aerial and topographic surveys of the land north and east of the active CRL to the boundary extents for future landfill use planning.

City Staff has reviewed JKC's proposal and recommend JKC be awarded the work for the 2022 Casper Regional Landfill Survey.

This professional services are scheduled to be completed by December 31, 2022.

Financial Considerations

Funding for this contract will be provided from the Balefill cost center.

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Attachments

Memo, Resolution, Professional Services Contract

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. JKC Engineering, 111 West 2nd Street, Suite 420, Casper, Wyoming 82601 ("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 survey, develop an aerial map and topographic elevations, and provide topographic survey services at the Casper Regional Landfill (CRL) as part of the 2022 CRL Survey, Project No. 22-001.

B. The project requires professional services for recovering and establishing an aerial control network; providing a quality assurance and quality control (QA/QC) report for the control network established; performing aerial surveys and generating photogrammatic data; providing a volumetric analysis; and topographic survey services.

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:

A. 2022 SURVEY FOR CRL AND SURROUNDING AREAS: Recover/establish aerial control network, provide QA/QC (Quality Assurance/Quality Control) Report for control network, perform aerial survey and generate photogrammetric data (orthophoto and DTM), and perform volumetric analysis based on previous surveys, any known records of

the landfill surfaces (the previous survey AutoCAD drawings, performed in the July 4, 2021 CRL survey, are available upon request). The Consultant shall provide stockpile volumes located at the Biosolids Facility.

Work elements included:

1. Recover/establish aerial control network: The Consultant shall establish a primary control network of no fewer than five (5) points. Three (3) of said five (5) points will include those shown on Exhibit "A", CITY OF CASPER REGIONAL LANDFILL (CRL): PROPOSED FLIGHT AREAS (2022), attached hereto and by reference made part of this Contract. In addition to the primary control network points, the Consultant shall utilize no fewer than twenty (20), photo identifiable, secondary control points. The total number of control points utilized by the chosen consultant shall be no fewer than twenty-five (25) points.
 - a. The Consultant shall provide all deliverables in the NAD83(86) Wyoming State Plane, East Central Zone horizontal datum/coordinate system and the NGVD29(GEOID12B) vertical datum. All linear units shall be in US Survey Feet.
 - b. All control network elements shall be established using methods that will produce:
 - i. ASPRS Horizontal Accuracy Class $RMSE_x$ and $RMSE_y$ of 10.0 (cm) [0.328 (sft)] with a Horizontal Accuracy at the 95% Confidence Level of 24.5 (cm) [0.804 (sft)]
 - ii. ASPRS Vertical Accuracy Class $RMSE_z$ of 10.0 (cm) [0.328 (sft)] with a Non-Vegetated Accuracy (NVA) at the 95% Confidence Level of 19.6 (cm) [0.643 (sft)]
2. Provide QA/QC report for control network:
 - a. The Consultant shall provide a Draft QA/QC Report for evaluation by City of Casper GIS and Engineering staff upon completion of data collection. City of Casper GIS and Engineering staff will review the Draft QA/QC Report and provide formal comments. The Draft QA/QC Report with comments will be returned to Consultant. The consultant shall submit a Final QA/QC Report that addresses all City of Casper GIS and Engineering staff comments with all deliverables. The QA/QC Report shall include the following:
 - i. A description of flight parameters including: date and time of flight, intended forward and side overlap of each exposure point,

total number of exposures, flight duration in minutes and seconds; configuration and number of flight lines, average flying height, camera and/or sensor configuration and any other associated calibration and/or configuration parameters the Consultant feels is pertinent.

- ii. A description of what equipment and methods were used to calibrate to the NAD83(86) Wyoming State Plane, East Central Zone horizontal datum/coordinate system and the NGVD29(GEOID12B) vertical datum.
- iii. A description and table of the primary and secondary control points used, including their horizontal (northing/easting) and vertical (ellipsoidal height/orthometric height) values with the date and time of their observation.
- iv. A description of the compilation methods used to generate the project orthophoto mosaic and topographic features (contours/breaklines).
- v. An aerial triangulation report of all surveyed points and controls obtained.
- vi. A table reporting the **National Standard for Spatial Data Accuracy (NSSDA)** computations for the flight's primary and secondary control values. The Consultant shall format the table to match table **D.1** of Exhibit "D", **ASPRS Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0 – November 2014)** document), attached hereto and by reference made part of this Contract. This table will be used to evaluate if the Consultants achieved the RMSE Accuracy classes defined in sections 1(b)(i) and 1(b)(ii) above.

3. Perform aerial survey and generate photogrammetric data (orthophoto and DTM):

- a. Consultant shall conduct and submit topographic survey of the existing landfill cells which are receiving waste. This area is approximately One Thousand Eight Hundred Eighty (1,880) acres and is depicted in Exhibit "A", CITY OF CASPER REGIONAL LANDFILL (CRL): PROPOSED FLIGHT AREAS (2022), attached hereto and by reference made part of this

Contract.

- b. Consultant shall prepare an orthophoto mosaic for the entire project extent submitted on a compact disc or USB drive AND email. The orthophoto mosaic shall be provided in .tif format with standard 3-band configuration (RGB) AND reduced-size .png and .jpg formats. The orthophoto shall have a Ground Sample Distance (GSD) of 3 inches.
- c. The Consultant shall submit a digital terrain model (DTM) in AutoCAD .dwg format (Civil 3D version 2020 or earlier) AND pdf copies submitted on compact disc or USB AND email for *each* of the surveyed cells. The drawings shall include:
 - i. Existing Ground Surface from the July 4, 2021 CRL survey.
 - ii. Finished Ground Surface of the conditions at the time of the current survey.
 - iii. Comparison Volume Surface showing the net cut/fill conditions.
 - iv. All .dwg materials generated by the Consultant shall utilize the current Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained at <http://www.casperwy.gov/cms/one.aspx?pageId=87224> and, on the same page, clicking on the NRGC Regional CAD Template link:

http://www.casperwy.gov/UserFiles/Servers/Server_62983/File/Resident/Roads%20and%20Parking/Engineering/CoCST.zip.

- 4. Volumetric Analysis: Consultant shall analyze and provide volumetric calculations determining the amount of volume (cut, fill and net) of waste differential of each cell (Cell 1, 2, 3, 4, Biosolids Stockpiles and the C & D and Asbestos cell), that occurred since the July 4, 2021 CRL survey. The analysis shall be submitted in pdf form on compact disc or USB drive AND email.

B. 2022 QUARTERLY SURVEYS FOR CRL AND C & D AND ASBESTOS CELL:
Recover/establish an aerial control network, perform an aerial survey and generate photogrammetric data (orthophoto and DTM). This includes three (3) separate 2022 quarterly surveys for March, September, and December:

- 1. Recover/establish aerial control network: Consultant shall establish a primary control network of no fewer than three (3) points.

- a. The Consultant shall provide all deliverables in the NAD83(86) Wyoming State Plane, East Central Zone horizontal datum/coordinate system and the NGVD29(GEOID12B) vertical datum. All linear units shall be in US Survey Feet.
- b. All control network elements shall be established using methods that will produce:
 - i. ASPRS Horizontal Accuracy Class $RMSE_x$ and $RMSE_y$ of 10.0 (cm) [**0.328 (sft)**] with a Horizontal Accuracy at the 95% Confidence Level of 24.5 (cm) [**0.804 (sft)**]
 - ii. ASPRS Vertical Accuracy Class $RMSE_z$ of 10.0 (cm) [**0.328 (sft)**] with a Non-Vegetated Accuracy (NVA) at the 95% Confidence Level of 19.6 (cm) [**0.643 (sft)**]
- c. Perform aerial survey and generate photogrammetric data (orthophoto and DTM): Transfer Station. This area is approximately Two Hundred Five (205) acres and is depicted in Exhibit "A", CITY OF CASPER REGIONAL LANDFILL (CRL): PROPOSED FLIGHT AREAS (2022), attached hereto and by reference made part of this Contract.
- d. Consultant shall prepare an orthophoto mosaic for the entire project extent submitted on compact disc or USB drive AND email. The orthophoto mosaic shall be provided in .tif format with standard 3-band configuration (RGB) AND reduced-size .png AND .jpg formats. The orthophoto shall have a Ground Sample Distance (GSD) of 3 inches.
- e. Consultant shall submit a digital terrain model (DTM) in AutoCAD .dwg format (Civil 3D version 2020 or earlier), ".csv" files (PNEZD, US Survey Foot) AND pdf copies submitted on compact disc or USB drive to the City of Casper Engineering Office.
- f. All .dwg materials generated by the Consultant shall utilize the current Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained at <http://www.casperwy.gov/cms/one.aspx?pageId=87224> and then, on the same page, clicking on the NRGC Regional CAD Template link:

http://www.casperwy.gov/UserFiles/Servers/Server_62983/File/Resident/Roads%20and%20Parking/Engineering/CoCST.zip.

2. Consultant shall deliver, via email, to the City of Casper Engineering Office, ".csv" files and ".dwg" surface files compatible with the City of Casper's AutoCAD

system (PNEZD, US Survey Foot) and within the City's reference datum, within seven (7) days upon completion of each quarterly survey.

C. Survey for Transfer Station: Recover/establish an aerial control network, provide a QA/QC Report for control network, perform an aerial survey and generate photogrammetric data (orthophoto and DTM). This includes:

1. Recover/establish aerial control network: Consultant shall establish a primary control network of no fewer than three (3) points.
 - a. The Consultant shall provide all deliverables in the NAD83(86) Wyoming State Plane, East Central Zone horizontal datum/coordinate system and the NGVD29(GEOID12B) vertical datum. All linear units shall be in US Survey Feet.
 - b. All control network elements shall be established using methods that will produce:
 - i. ASPRS Horizontal Accuracy Class $RMSE_x$ and $RMSE_y$ of 10.0(cm) **[0.328 (sft)]** with a Horizontal Accuracy at the 95% Confidence Level of 24.5 (cm) **[0.804 (sft)]**
 - ii. ASPRS Vertical Accuracy Class $RMSE_z$ of 10.0 (cm) **[0.328 (sft)]** with a Non-Vegetated Accuracy (NVA) at the 95% Confidence Level of 19.6 (cm) **[0.643 (sft)]**
2. Perform aerial survey and generate photogrammetric data (orthophoto and DTM):
 - a. Consultant shall conduct and submit topographic survey of the existing Transfer Station. This area is approximately Seventy-Seven (77) acres and is depicted in the attached Exhibit "B", City of Casper Regional Landfill (CRL): Proposed Flight Area (2021) - City of Casper, Natrona County, Wyoming, attached hereto and by reference made part of this Contract.
 - b. Consultant shall prepare an orthophoto mosaic for the entire project extent submitted on compact disc or USB drive AND email. The orthophoto mosaic shall be provided in .tif format with standard 3-band configuration (RGB) AND reduced-size .png and .jpg formats. The orthophoto shall have a Ground Sample Distance (GSD) of 3 inches.
 - c. Consultant shall submit a digital terrain model (DTM) in AutoCAD .dwg format (Civil 3D version 2020 or earlier), ".csv" files (PNEZD, US Survey Foot) AND pdf copies submitted on compact disc or USB drive to the City of Casper Engineering Office.

- d. All .dwg materials generated by the Consultant shall utilize the current Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained at <http://www.casperwy.gov/cms/one.aspx?pageId=87224> and then, on the same page, clicking on the NRGC Regional CAD Template link:

http://www.casperwy.gov/UserFiles/Servers/Server_62983/File/Resident/Roads%20and%20Parking/Engineering/CoCST.zip.

3. Consultant shall deliver, via email, to the City of Casper Engineering Office, “.csv” files and “.dwg” surface files compatible with the City of Casper’s AutoCAD system (PNEZD, US Survey Foot) and within the City’s reference datum, within seven (7) days upon completion.
- D. Survey for Closed Balefill: Recover/establish an aerial control network, provide a QA/QC Report for control network, perform an aerial survey and generate photogrammetric data (orthophoto and DTM). This includes:
1. Recover/establish aerial control network: Consultant shall establish a primary control network of no fewer than three (3) points.
 - a. The Consultant shall provide all deliverables in the NAD83(86) Wyoming State Plane, East Central Zone horizontal datum/coordinate system and the NGVD29(GEOID12B) vertical datum. All linear units shall be in US Survey Feet.
 - b. All control network elements shall be established using methods that will produce:
 - i. ASPRS Horizontal Accuracy Class $RMSE_x$ and $RMSE_y$ of 10.0(cm) [**0.328 (sft)**] with a Horizontal Accuracy at the 95% Confidence Level of 24.5 (cm) [**0.804 (sft)**]
 - ii. ASPRS Vertical Accuracy Class $RMSE_z$ of 10.0 (cm) [**0.328 (sft)**] with a Non-Vegetated Accuracy (NVA) at the 95% Confidence Level of 19.6 (cm) [**0.643 (sft)**]
 2. Perform aerial survey and generate photogrammetric data (orthophoto and DTM):
 - a. Consultant shall conduct and submit topographic survey of the existing Closed Balefill. This area is approximately One Hundred Ten (110) acres and is depicted in Exhibit “C”, Survey for Closed Balefill, attached hereto and by reference made part of this Contract.

- b. Consultant shall prepare an orthophoto mosaic for the entire project extent submitted on compact disc or USB drive AND email. The orthophoto mosaic shall be provided in .tif format with standard 3-band configuration (RGB) AND reduced-size .png and .jpg formats. The orthophoto shall have a Ground Sample Distance (GSD) of 3 inches.
- c. Consultant shall submit a digital terrain model (DTM) in AutoCAD .dwg format (Civil 3D version 2020 or earlier), “.csv” files (PNEZD, US Survey Foot) AND pdf copies submitted on compact disc or USB drive to the City of Casper Engineering Office.
- d. All .dwg materials generated by the Consultant shall utilize the current Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained at <http://www.casperwy.gov/cms/one.aspx?pageId=87224> and then, on the same page, clicking on the NRGC Regional CAD Template link:

http://www.casperwy.gov/UserFiles/Servers/Server_62983/File/Resident/Roads%20and%20Parking/Engineering/CoCST.zip.

3. Consultant shall deliver, via email, to the City of Casper Engineering Office, “.csv” files and “.dwg” surface files compatible with the City of Casper’s AutoCAD system (PNEZD, US Survey Foot) and within the City’s reference datum, within seven (7) days upon completion.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed in accordance with the following Deliverable and corresponding Due Date Schedule:

Deliverable	Due Date Schedule
First Quarterly Survey for CRL and C & D and Asbestos Cell	March 27, 2022
Survey for CRL and Surrounding Areas, Survey for Closed Balefill	June 26, 2022
Submittal of Draft Quality Control Report	July 29, 2022
Submittal of Final Quality Control Report, Volumetric Analysis	August 26, 2022
Survey for Transfer Station	September 18, 2022
Third Quarterly Survey for CRL and C & D and Asbestos cell	September 25, 2022
Fourth Quarterly Survey for CRL and C & D and Asbestos cell	December 4, 2022

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Forty Thousand Eight Hundred and 00/100 Dollars (\$40,800.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.


6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

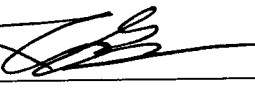
Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
JKC Engineering

By: _____

By:  _____

Printed Name: _____

Printed Name: John Bryson

Title: _____

Title: Project Manager

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. 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.

13. 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.

14. 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.

15. 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.

16. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover

or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Exhibit "A"



NO SCALE

FLIGHT AREA FOR
SCOPE OF SERVICES
SECTION A: 2022
SURVEY FOR CRL AND
SURROUNDING AREAS
(+/- 1880 ACRES)

FLIGHT AREA FOR
SCOPE OF SERVICES
SECTION B: 2022
QUARTERLY SURVEYS
FOR CRL AND C & D
AND ASBESTOS CELL
(+/-205 ACRES)

PID: BBFL37
DELTA 2016
(NRGC0004)

PID: BBFL36
CHARLIE 2016
(NRGC0003)

PID: BBFL32
ECHO 2016
(NRGC0005)



**CITY OF CASPER REGIONAL LANDFILL (CRL):
PROPOSED FLIGHT AREAS (2022)**
CITY OF CASPER, NATRONA COUNTY, WYOMING

EXHIBIT "B"



CITY OF CASPER REGIONAL LANDFILL (CRL): PROPOSED FLIGHT AREAS (2021)
CITY OF CASPER, NATRONA COUNTY, WYOMING

Exhibit "C"

Survey for Closed Balefill



ASPRS Positional Accuracy Standards for Digital Geospatial Data

(EDITION 1, VERSION 1.0. - NOVEMBER, 2014)

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FOREWORD

The goal of American Society for Photogrammetry and Remote Sensing (ASPRS) is to advance the science of photogrammetry and remote sensing; to educate individuals in the science of photogrammetry and remote sensing; to foster the exchange of information pertaining to the science of photogrammetry and remote sensing; to develop, place into practice, and maintain standards and ethics applicable to aspects of the science; to provide a means for the exchange of ideas among those interested in the sciences; and to encourage, publish and distribute books, periodicals, treatises, and other scholarly and practical works to further the science of photogrammetry and remote sensing.

This standard was developed by the ASPRS Map Accuracy Standards Working Group, a joint committee under the Photogrammetric Applications Division, Primary Data Acquisition Division, and Lidar Division, which was formed for the purpose of reviewing and updating ASPRS map accuracy standards to reflect current technologies. A subcommittee of this group, consisting of Dr. Qasim Abdullah of Woolpert, Inc., Dr. David Maune of Dewberry Consultants, Doug Smith of David C. Smith and Associates, Inc., and Hans Karl Heidemann of the U.S. Geological Survey, was responsible for drafting the document.

ASPRS POSITIONAL ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA

1. PURPOSE

The objective of the *ASPRS Positional Accuracy Standards for Digital Geospatial Data* is to replace the existing *ASPRS Accuracy Standards for Large-Scale Maps* (1990), and the *ASPRS Guidelines, Vertical Accuracy Reporting for Lidar Data* (2004) to better address current technologies.

This standard includes positional accuracy standards for digital orthoimagery, digital planimetric data and digital elevation data. Accuracy classes, based on RMSE values, have been revised and upgraded from the 1990 standard to address the higher accuracies achievable with newer technologies. The standard also includes additional accuracy measures, such as orthoimagery seam lines, aerial triangulation accuracy, lidar relative swath-to-swath accuracy, recommended minimum Nominal Pulse Density (NPD), horizontal accuracy of elevation data, delineation of low confidence areas for vertical data, and the required number and spatial distribution of checkpoints based on project area.

1.1 Scope and Applicability

This standard addresses geo-location accuracies of geospatial products and it is not intended to cover classification accuracy of thematic maps. Further, the standard does not specify the best practices or methodologies needed to meet the accuracy thresholds stated herein. Specific requirements for the testing methodologies are specified as are some of the key elemental steps that are critical to the development of data if they are to meet these standards. However, it is the responsibility of the data provider to establish all final project design parameters, implementation steps and quality control procedures necessary to ensure the data meets final accuracy requirements.

The standard is intended to be used by geospatial data providers and users to specify the positional accuracy requirements for final geospatial products.

1.2 Limitations

This standard is limited in scope to addressing accuracy thresholds and testing methodologies for the most common mapping applications and to meet immediate shortcomings in the outdated 1990 and 2004 standards referenced above. While the standard is intended to be technology independent and broad based, there are several specific accuracy assessment needs that were identified but are not addressed herein at this time, including:

1. Methodologies for accuracy assessment of linear features (as opposed to well defined points);
2. Rigorous total propagated uncertainty (TPU) modeling (as opposed to – or in addition to – ground truthing against independent data sources);
3. Robust statistics for data sets that do not meet the criteria for normally distributed data and therefore cannot be rigorously assessed using the statistical methods specified herein;
4. Image quality factors, such as edge definition and other characteristics;
5. Robust assessment of checkpoint distribution and density;
6. Alternate methodologies to TIN interpolation for vertical accuracy assessment.

This standard is intended to be the initial component upon which future work can build. Additional supplemental standards or modules should be pursued and added by subject matter experts in these fields as they are developed and approved by the ASPRS.

At this time this standard does not reference existing international standards. International standards could be addressed in future modules or versions of this standard if needed.

1.3 Structure and Format

The standard is structured as follows: The primary terms and definitions, references, and requirements are stated within the main body of the standard, according to the ASPRS standards template and without extensive explanation or justification. Detailed supporting guidelines and background information are attached as Annexes A through D. Annex A provides a background summary of other standards, specifications and/or guidelines relevant to ASPRS but which do not satisfy current requirements for digital geospatial data. Annex B provides accuracy/quality examples and overall guidelines for implementing the standard. Annex C provides guidelines for accuracy testing and reporting. Annex D provides guidelines for statistical assessment and examples for computing vertical accuracy in vegetated and non-vegetated terrain.

2. CONFORMANCE

No conformance requirements are established for this standard.

3. REFERENCES

- American Society for Photogrammetry and Remote Sensing (ASPRS). 2013. *ASPRS Accuracy Standards for Digital Geospatial Data (DRAFT)*. PE&RS, December 2013. pp 1073-1085.
- American Society for Photogrammetry and Remote Sensing (ASPRS). 1990. *ASPRS Accuracy Standards for Large-Scale Maps*. URL: http://www.asprs.org/a/society/committees/standards/1990_jul_1068-1070.pdf (last date accessed: 22 January 2015)
- American Society for Photogrammetry and Remote Sensing (ASPRS). 2004. *ASPRS Guidelines. Vertical Accuracy Reporting for Lidar Data*. URL: http://www.asprs.org/a/society/committees/standards/Vertical_Accuracy_Reporting_for_Lidar_Data.pdf (last date accessed: 22 January 2015)
- Dieck, R.H., 2007. *Measurement Uncertainty: Methods and Applications*, Instrument Society of America, Research Triangle Park, North Carolina. 277 pp.
- Federal Geographic Data Committee. 1998. FGDC-STD-007.2-1998, *Geospatial Positioning Accuracy Standards. Part 2: Standards for Geodetic Networks*, FGDC, c/o U.S. Geological Survey. URL: <https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2> (last date accessed: 22 January 2015)
- Federal Geographic Data Committee. 1998. FGDC-STD-007.3-1998, *Geospatial Positioning Accuracy Standards. Part 3: National Standard for Spatial Data Accuracy (NSSDA)*, FGDC, c/o U.S. Geological Survey. URL: <https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3> (last date accessed: 22 January 2015).
- National Digital Elevation Program (NDEP), 2004. *NDEP Guidelines for Digital Elevation Data*, URL: http://www.ndep.gov/NDEP_Elevation_Guidelines_Ver1_10May2004.pdf (last date accessed: 22 January 2015).
- National Geodetic Survey (NGS), 1997. NOAA Technical Memorandum NOS NGS-58, V. 4.3: *Guidelines for Establishing GPS-Derived Ellipsoid Heights (Standards: 2 cm and 5 cm)*, URL: https://www.ngs.noaa.gov/PUBS_LIB/NGS-58.html (last date accessed: 22 January 2015)
- National Geodetic Survey (NGS), 2008. NOAA Technical Memorandum NOS NGS-59, V1.5: *Guidelines for Establishing GPS-Derived Orthometric Heights*, URL: http://www.ngs.noaa.gov/PUBS_LIB/NGS592008069FINAL2.pdf (last date accessed: 22 January 2015).

Additional informative references for other relevant and related guidelines and specifications are included in Annex A.

4. AUTHORITY

The responsible organization for preparing, maintaining, and coordinating work on this guideline is the American Society for Photogrammetry and Remote Sensing (ASPRS), Map Accuracy Standards Working Group, a joint committee formed by the Photogrammetric Applications Division, Primary Data Acquisition Division, and the Lidar Division. For further information, contact the Division Directors using the contact information posted on the ASPRS website, www.asprs.org.

5. TERMS AND DEFINITIONS

absolute accuracy – A measure that accounts for all systematic and random errors in a data set.

accuracy – The closeness of an estimated value (for example, measured or computed) to a standard or accepted (true) value of a particular quantity. Not to be confused with *precision*.

bias – A systematic error inherent in measurements due to some deficiency in the measurement process or subsequent processing.

blunder – A mistake resulting from carelessness or negligence.

confidence level – The percentage of points within a data set that are estimated to meet the stated accuracy; e.g., accuracy reported at the 95% confidence level means that 95% of the positions in the data set will have an error with respect to true ground position that are equal to or smaller than the reported accuracy value.

consolidated vertical accuracy (CVA) – Replaced by the term Vegetated Vertical Accuracy (VVA) in this standard. CVA is the term used by the NDEP guidelines for vertical accuracy at the 95th percentile in all land cover categories combined.

fundamental vertical accuracy (FVA) – Replaced by the term Non-vegetated Vertical Accuracy (NVA), in this standard. FVA is the term used by the NDEP guidelines for vertical accuracy at the 95% confidence level in open terrain only where errors should approximate a normal error distribution.

ground sample distance (GSD) – The linear dimension of a sample pixel's footprint on the ground. Within this document GSD is used when referring to the collection GSD of the raw image, assuming near-vertical imagery. The actual GSD of each pixel is not uniform throughout the raw image and varies significantly with terrain height and other factors. Within this document, GSD is assumed to be the value computed using the calibrated camera focal length and camera height above average horizontal terrain.

horizontal accuracy – The horizontal (radial) component of the positional accuracy of a data set with respect to a horizontal datum, at a specified confidence level.

inertial measurement unit (IMU) – The primary component of an INS. Measures 3 components of acceleration and 3 components of rotation using orthogonal triads of accelerometers and gyros.

inertial navigation system (INS) – A self-contained navigation system, comprised of several subsystems: IMU, navigation computer, power supply, interface, etc. Uses measured accelerations and rotations to estimate velocity, position and orientation. An unaided INS loses accuracy over time, due to gyro drift.

kurtosis – The measure of relative "peakedness" or flatness of a distribution compared with a normally distributed data set. Positive kurtosis indicates a relatively peaked distribution near the mean while negative kurtosis indicates a flat distribution near the mean.

local accuracy – The uncertainty in the coordinates of points with respect to coordinates of other directly connected, adjacent points at the 95% confidence level.

Exhibit "D"

mean error – The average positional error in a set of values for one dimension (x, y, or z); obtained by adding all errors in a single dimension together and then dividing by the total number of errors for that dimension.

network accuracy – The uncertainty in the coordinates of mapped points with respect to the geodetic datum at the 95% confidence level.

non-vegetated vertical accuracy (NVA) – The vertical accuracy at the 95% confidence level in non-vegetated open terrain, where errors should approximate a normal distribution.

percentile – A measure used in statistics indicating the value below which a given percentage of observations in a group of observations fall. For example, the 95th percentile is the value (or score) below which 95 percent of the observations may be found. For accuracy testing, percentile calculations are based on the absolute values of the errors, as it is the magnitude of the errors, not the sign that is of concern.

pixel resolution or pixel size – As used within this document, pixel size is the ground size of a pixel in a digital orthoimage, after all rectifications and resampling procedures.

positional error – The difference between data set coordinate values and coordinate values from an independent source of higher accuracy for identical points.

positional accuracy – The accuracy of the position of features, including horizontal and vertical positions, with respect to horizontal and vertical datums.

precision (repeatability) – The closeness with which measurements agree with each other, even though they may all contain a systematic bias.

relative accuracy – A measure of variation in point-to-point accuracy in a data set

resolution – The smallest unit a sensor can detect or the smallest unit an orthoimage depicts. The degree of fineness to which a measurement can be made.

root-mean-square error (RMSE) – The square root of the average of the set of squared differences between data set coordinate values and coordinate values from an independent source of higher accuracy for identical points.

skew – A measure of symmetry or asymmetry within a data set. Symmetric data will have skewness towards zero.

standard deviation – A measure of spread or dispersion of a sample of errors around the sample mean error. It is a measure of precision, rather than accuracy; the standard deviation does not account for uncorrected systematic errors.

supplemental vertical accuracy (SVA) – Merged into the Vegetated Vertical Accuracy (VVA) in this standard, SVA is the NDEP guidelines term for reporting the vertical accuracy at the 95th percentile in each separate land cover category where vertical errors may not follow a normal error distribution.

systematic error – An error whose algebraic sign and, to some extent, magnitude bears a fixed relation to some condition or set of conditions. Systematic errors follow some fixed pattern and are introduced by data collection procedures, processing or given datum.

uncertainty (of measurement) – a parameter that characterizes the dispersion of measured values, or the range in which the "true" value most likely lies. It can also be defined as an estimate of the limits of the error in a measurement (where "error" is defined as the difference between the theoretically-unknowable "true" value of a parameter and its measured value). Standard uncertainty refers to uncertainty expressed as a standard deviation.

vegetated vertical accuracy (VVA) – An estimate of the vertical accuracy, based on the 95th percentile, in vegetated terrain where errors do not necessarily approximate a normal distribution.

vertical accuracy – The measure of the positional accuracy of a data set with respect to a specified vertical datum, at a specified confidence level or percentile.

For additional terms and more comprehensive definitions of the terms above, reference is made to the *Glossary of Mapping Sciences; Manual of Photogrammetry*, 6th edition; *Digital Elevation Model Technologies and Applications: The DEM Users Manual*, 2nd edition; and/or the *Manual of Airborne Topographic Lidar*, all published by ASPRS.

6. SYMBOLS, ABBREVIATED TERMS, AND NOTATIONS

ACC_r – the horizontal (radial) accuracy at the 95% confidence level
ACC_v – the vertical linear accuracy at the 95% confidence level
ASPRS – American Society for Photogrammetry and Remote Sensing
CVA – Consolidated Vertical Accuracy
DEM – Digital Elevation Model
DTM – Digital Terrain Model
FVA – Fundamental Vertical Accuracy
GSD – Ground Sample Distance
GNSS – Global Navigation Satellite System
GPS – Global Positioning System
IMU – Inertial Measurement Unit
INS – Inertial Navigation System
NGPS – Nominal Ground Point Spacing
NPD – Nominal Pulse Density
NMAS – National Map Accuracy Standard
NPS – Nominal Pulse Spacing
NSSDA – National Standard for Spatial Data Accuracy
NVA – Non-vegetated Vertical Accuracy
RMSE_r – the horizontal linear RMSE in the radial direction that includes both x- and y-coordinate errors.
RMSE_x – the horizontal linear RMSE in the X direction (Easting)
RMSE_y – the horizontal linear RMSE in the Y direction (Northing)
RMSE_z – the vertical linear RMSE in the Z direction (Elevation)
RMSE – root-mean-square-error
RMSD_z – root-mean-square-difference in elevation (z)
SVA – Supplemental Vertical Accuracy
TIN – Triangulated Irregular Network
VVA – Vegetated Vertical Accuracy
 \bar{x} – sample mean error, for x
s – sample standard deviation
y₁ – sample skewness
y₂ – sample kurtosis

7. SPECIFIC REQUIREMENTS

This standard defines accuracy classes based on RMSE thresholds for digital orthoimagery, digital planimetric data, and digital elevation data.

Testing is always recommended but may not be required for all data sets; specific requirements must be addressed in the project specifications.

When testing is required, horizontal accuracy shall be tested by comparing the planimetric coordinates of well-defined points in the data set with coordinates determined from an independent source of higher accuracy. Vertical accuracy shall be tested by comparing the elevations of the surface represented by the data set with elevations determined from an independent source of higher accuracy. This is done by comparing the elevations of the checkpoints with elevations interpolated from the data set at the same x/y coordinates. See Annex C, Section C.11 for detailed guidance on interpolation methods.

All accuracies are assumed to be relative to the published datum and ground control network used for the data set and as specified in the metadata. Ground control and checkpoint accuracies and processes should be established based on project requirements. Unless specified to the contrary, it is expected that all ground control and checkpoints should normally follow the guidelines for network accuracy as detailed in the Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks. Federal Geodetic Control Subcommittee, Federal Geographic Data Committee (FGDC-STD-007.2-1998). When local control is needed to meet specific accuracies or project needs, it must be clearly identified both in the project specifications and the metadata.

7.1 Statistical Assessment of Horizontal and Vertical Accuracies

Horizontal accuracy is to be assessed using root-mean-square-error (RMSE) statistics in the horizontal plane, i.e., $RMSE_x$, $RMSE_y$, and $RMSE_z$. Vertical accuracy is to be assessed in the z dimension only. For vertical accuracy testing, different methods are used in non-vegetated terrain (where errors typically follow a normal distribution suitable for RMSE statistical analyses) and vegetated terrain (where errors do not necessarily follow a normal distribution). When errors cannot be represented by a normal distribution, the 95th percentile value more fairly estimates accuracy at a 95% confidence level. For these reasons vertical accuracy is to be assessed using $RMSE_z$ statistics in non-vegetated terrain and 95th percentile statistics in vegetated terrain. Elevation data sets shall also be assessed for horizontal accuracy where possible, as outlined in Section 7.5.

With the exception of vertical data in vegetated terrain, error thresholds stated in this standard are presented in terms of the acceptable RMSE value. Corresponding estimates of accuracy at the 95% confidence level values are computed using *National Standard for Spatial Data Accuracy* (NSSDA) methodologies according to the assumptions and methods outlined in Annex D, Accuracy Statistics and Examples.

7.2 Assumptions Regarding Systematic Errors and Acceptable Mean Error

With the exception of vertical data in vegetated terrain, the assessment methods outlined in this standard, and in particular those related to computing NSSDA 95% confidence level estimates, assume that the data set errors are normally distributed and that any significant systematic errors or biases have been removed. It is the responsibility of the data provider to test and verify that the data meet those requirements including an evaluation of statistical parameters such as the kurtosis, skew, and mean error, as well as removal of systematic errors or biases in order to achieve an acceptable mean error prior to delivery.

The exact specification of an acceptable value for mean error may vary by project and should be negotiated between the data provider and the client. As a general rule, these standards recommend that the mean error be less than 25% of the specified RMSE value for the project. If a larger mean error is negotiated as acceptable, this should be documented in the metadata. In any case, mean errors that are greater than 25% of the target RMSE, whether identified pre-delivery or post-delivery, should be investigated to determine the cause of the error and to determine what actions, if any, should be taken. These findings should be clearly documented in the metadata.

Where RMSE testing is performed, discrepancies between the x, y, or z coordinates of the ground point check survey and the data set that exceed three times the specified RMSE error threshold shall be interpreted as blunders and should be investigated and either corrected or explained before the data is considered to meet this standard. Blunders may not be discarded without proper investigation and explanation in the metadata.

7.3 Horizontal Accuracy Standards for Geospatial Data

Table 7.1 specifies the primary horizontal accuracy standard for digital data, including digital orthoimagery, digital planimetric data, and scaled planimetric maps. This standard defines horizontal accuracy classes in terms of their $RMSE_x$ and $RMSE_y$ values. While prior ASPRS standards used numerical ranks for discrete accuracy classes tied directly to map scale (i.e., Class 1, Class 2, etc.), many modern applications require more flexibility than these classes allowed. Furthermore, many applications of horizontal accuracy cannot be tied directly to compilation scale, resolution of the source imagery, or final pixel resolution.

A Scope of Work, for example, can specify that digital orthoimagery, digital planimetric data, or scaled maps must be produced to meet ASPRS Accuracy Standards for 7.5 cm $RMSE_x$ and $RMSE_y$ Horizontal Accuracy Class.

Annex B includes extensive examples that relate accuracy classes of this standard to their equivalent classes according to legacy standards. $RMSE_x$ and $RMSE_y$ recommendations for digital orthoimagery of various pixel sizes are presented in Table B.5. Relationships to prior map accuracy standards are presented in Table B.6. Table B.6 lists $RMSE_x$ and $RMSE_y$ recommendations for digital planimetric data produced from digital imagery at various GSDs and their equivalent map scales according to the legacy standards of ASPRS 1990 and NMAS of 1947. The recommended associations of $RMSE_x$ and $RMSE_y$, pixel size, and GSD that are presented in the above mentioned tables of Annex B are based on current status of mapping technologies and best practices. Such associations may change in the future as mapping technologies continue to advance and evolve.

7.4 Vertical Accuracy Standards for Elevation Data

Vertical accuracy is computed using RMSE statistics in non-vegetated terrain and 95th percentile statistics in vegetated terrain. The naming convention for each vertical accuracy class is directly associated with the RMSE expected from the product. Table 7.2 provides the vertical accuracy classes naming convention for any digital elevation data. Horizontal accuracy requirements for elevation data are specified and reported independent of the vertical accuracy requirements. Section 7.5 outlines the horizontal accuracy requirements for elevation data.

Annex B includes examples on typical vertical accuracy values for digital elevation data and examples on relating the vertical accuracy of this standard to the legacy map standards. Table B.7 of Annex B lists 10 common vertical accuracy classes and their corresponding accuracy

Exhibit "D"

TABLE 7.1 HORIZONTAL ACCURACY STANDARDS FOR GEOSPATIAL DATA

Horizontal Accuracy Class	Absolute Accuracy			Orthoimagery Mosaic Seamline Mismatch (cm)
	RMSE _x and RMSE _y (cm)	RMSE _z (cm)	Horizontal Accuracy at 95% Confidence Level (cm)	
X-cm	≤X	≤1.414*X	≤2.448*X	≤2*X

TABLE 7.2 VERTICAL ACCURACY STANDARDS FOR DIGITAL ELEVATION DATA

Vertical Accuracy Class	Absolute Accuracy			Relative Accuracy (where applicable)		
	RMSE, Non-Vegetated (cm)	NVA ¹ at 95% Confidence Level (cm)	VVA ² at 95 th Percentile (cm)	Within-Swath Hard Surface Repeatability (Max Diff) (cm)	Swath-to-Swath Non-Vegetated Terrain (RMSE _d) (cm)	Swath-to-Swath Non-Vegetated Terrain (Max Diff) (cm)
X-cm	≤X	≤1.96*X	≤3.00*X	≤0.60*X	≤0.80*X	≤1.60*X

values and other quality measures according to this standard. Table B.8 of Annex B provides the equivalent vertical accuracy measures for the same ten classes according to the legacy standards of ASPRS 1990 and NNAS of 1947. Table B.9 provides examples on vertical accuracy and the recommended lidar points density for digital elevation data according to the new ASPRS 2014 standard.

The Non-vegetated Vertical Accuracy at the 95% confidence level in non-vegetated terrain (NVA) is approximated by multiplying the accuracy value of the Vertical Accuracy Class (or RMSE_z) by 1.9600. This calculation includes survey checkpoints located in traditional open terrain (bare soil, sand, rocks, and short grass) and urban terrain (asphalt and concrete surfaces). The NVA, based on an RMSE_z multiplier, should be used only in non-vegetated terrain where elevation errors typically follow a normal error distribution. RMSE_z-based statistics should not be used to estimate vertical accuracy in vegetated terrain or where elevation errors often do not follow a normal distribution.

The Vegetated Vertical Accuracy at the 95% confidence level in vegetated terrain (VVA) is computed as the 95th percentile of the absolute value of vertical errors in all vegetated land cover categories combined, including tall weeds and crops, brush lands, and fully forested areas. For all vertical accuracy classes, the VVA standard is 3.0 times the accuracy value of the Vertical Accuracy Class.

Both the RMSE_z and 95th percentile methodologies specified above are currently widely accepted in standard practice and have been proven to work well for typical elevation data sets derived from current technologies. However, both methodologies have limitations, particularly when the number of checkpoints is small. As more robust statistical methods are developed and accepted, they will be added as new Annexes to supplement and/or supersede these existing methodologies.

7.5 Horizontal Accuracy Requirements for Elevation Data

This standard specifies horizontal accuracy thresholds for two types of digital elevation data with different horizontal accuracy requirements:

- **Photogrammetric Elevation Data:** For elevation data derived using stereo photogrammetry, the horizontal accuracy equates to the horizontal accuracy class that would apply to planimetric data or digital orthoimagery produced from the same source imagery, using the same aerial triangulation/INS solution.
- **Lidar Elevation Data:** Horizontal error in lidar derived elevation data is largely a function of positional error as derived from the Global Navigation Satellite System (GNSS), attitude (angular orientation) error (as derived from the INS) and flying altitude; and can be estimated based on these parameters. The following equation¹ provides an estimate for the horizontal accuracy for the lidar-derived data set assuming that the positional accuracy of the GNSS, the attitude accuracy of the Inertial Measurement Unit (IMU) and the flying altitude are known:

$$\text{Lidar Horizontal Error (RMSE)} =$$

$$\sqrt{(\text{GNSS positional error})^2 + \left(\frac{\tan(\text{IMU error})}{0.55894170} \times \text{flying altitude} \right)^2}$$

The above equation considers flying altitude (in meters), GNSS errors (radial, in cm), IMU errors (in decimal degrees), and other factors such as ranging and timing errors (which is estimated to be equal to 25% of the orientation errors). In the above equation, the values for the "GNSS positional error" and the "IMU error" can be derived from published manufacturer specifications for both the GNSS receiver and the IMU.

If the desired horizontal accuracy figure for lidar data is agreed upon, then the following equation can be used to estimate the flying altitude:

$$\text{Flying Altitude} = \frac{0.55894170}{\tan(\text{IMU error})} \sqrt{(\text{Lidar Horizontal Error (RMSE)})^2 - (\text{GNSS positional error})^2}$$

Table B.10 can be used as a guide to estimate the horizontal errors to be expected from lidar data at various flying altitudes, based on estimated GNSS and IMU errors.

¹ Statistically, in non-vegetated terrain and elsewhere when elevation errors follow a normal distribution, 68.27% of errors are within one standard deviation (s) of the mean error, 95.45% of errors are within (2 * s) of the mean error, and 99.73% of errors are within (3 * s) of the mean error. The equation (1.9600 * s) is used to approximate the maximum error either side of the mean that applies to 95% of the values. Standard deviations do not account for systematic errors in the data set that remain in the mean error. Because the mean error rarely equals zero, this must be accounted for. Based on empirical results, if the mean error is small, the sample size sufficiently large and the data is normally distributed, 1.9600 * RMSE_z is often used as a simplified approximation to compute the NVA at a 95% confidence level. This approximation tends to overestimate the error range as the mean error increases. A precise estimate requires a more robust statistical computation based on the standard deviation and mean error. ASPRS encourages standard deviation, mean error, skew, kurtosis and RMSE to all be computed in error analyses in order to more fully evaluate the magnitude and distribution of the estimated error.

² VVA standards do not apply to areas previously defined as low confidence areas and delineated with a low confidence polygon (see Appendix C). If VVA accuracy is required for the full data set, supplemental field survey data may be required within low confidence areas where VVA accuracies cannot be achieved by the remote sensing method being used for the primary data set.

³ The method presented here is one approach; there are other methods for estimating the horizontal accuracy of lidar data sets, which are not presented herein (Abdullah, Q., 2014, unpublished data).

Guidelines for testing the horizontal accuracy of elevation data sets derived from lidar are outlined in Annex C.

Horizontal accuracies at the 95% confidence level, using NSSDA reporting methods for either "produced to meet" or "tested to meet" specifications should be reported for all elevation data sets.

For technologies or project requirements other than as specified above for photogrammetry and airborne lidar, appropriate horizontal accuracies should be negotiated between the data provider and the client. Specific error thresholds, accuracy thresholds or methods for testing will depend on the technology used and project design. The data provider has the responsibility to establish appropriate methodologies, applicable to the technologies used, to verify that horizontal accuracies meet the stated project requirements.

7.6 Low Confidence Areas for Elevation Data

If the VVA standard cannot be met, low confidence area polygons shall be developed and explained in the metadata. For elevation data derived from imagery, the low confidence areas would include vegetated areas where the ground is not visible in stereo. For elevation data derived from lidar, the low confidence areas would include dense cornfields, mangrove or similar impenetrable vegetation. The low confidence area polygons are the digital equivalent to using dashed contours in past standards and practice. Annex C, Accuracy Testing and Reporting Guidelines, outlines specific guidelines for implementing low confidence area polygons.

7.7 Accuracy Requirements for Aerial Triangulation and INS-based Sensor Orientation of Digital Imagery

The quality and accuracy of the aerial triangulation (if performed) and/or the Inertial Navigation System-based (INS-based) sensor orientations (if used for direct orientation of the camera) play a key role in determining the final accuracy of imagery derived mapping products.

For photogrammetric data sets, the aerial triangulation and/or INS-based direct orientation accuracies must be of higher accuracy than is needed for the final, derived products.

For INS-based direct orientation, image orientation angles quality shall be evaluated by comparing checkpoint coordinates read from the imagery (using stereo photogrammetric measurements or other appropriate method) to the coordinates of the checkpoint as determined from higher accuracy source data.

Aerial triangulation accuracies shall be evaluated using one of the following methods:

1. By comparing the values of the coordinates of the checkpoints as computed in the aerial triangulation solution to the coordinates of the checkpoints as determined from higher accuracy source data;
2. By comparing the values of the coordinates read from the imagery (using stereo photogrammetric measurements or other appropriate method) to the coordinates of the checkpoint as determined from higher accuracy source data.

For projects providing deliverables that are only required to meet accuracies in x and y (orthoimagery or two-dimensional vector data), aerial triangulation errors in z have a smaller impact on the horizontal error budget than errors in x and y. In such cases, the aerial triangulation requirements for RMSE_z can be relaxed. For this reason the standard recognizes two different criteria for aerial triangulation accuracy:

- Accuracy of aerial triangulation designed for digital planimetric data (orthoimagery and/or digital planimetric map) only:

$$\text{RMSE}_{x(\text{AT})} \text{ or } \text{RMSE}_{y(\text{AT})} = \frac{1}{2} * \text{RMSE}_{x(\text{Map})} \text{ or } \text{RMSE}_{y(\text{Map})}$$

$$\text{RMSE}_{x(\text{AT})} = \text{RMSE}_{x(\text{Map})} \text{ or } \text{RMSE}_{y(\text{Map})} \text{ of orthoimagery}$$

Note: The exact contribution of aerial triangulation errors in z to the overall horizontal error budget for the products depends on ground point location in the image and other factors. The relationship stated here for an RMSE_z (AT) of twice the allowable RMSE in x or y is a conservative estimate that accommodates the typical range of common camera geometries and provides allowance for many other factors that impact the horizontal error budget.

- Accuracy of aerial triangulation designed for elevation data, or planimetric data (orthoimagery and/or digital planimetric map) and elevation data production:

$$\text{RMSE}_{x(\text{AT})}, \text{RMSE}_{y(\text{AT})} \text{ or } \text{RMSE}_{x(\text{AT})} = \frac{1}{2} * \text{RMSE}_{x(\text{Map})}$$

$$\text{RMSE}_{y(\text{Map})} \text{ or } \text{RMSE}_{z(\text{DEM})}$$

Annex B, Data Accuracy and Quality Examples, provides practical examples of these requirements.

7.8 Accuracy Requirements for Ground Control Used for Aerial Triangulation

Ground control points used for aerial triangulation should have higher accuracy than the expected accuracy of derived products according to the following two categories:

- Accuracy of ground control designed for planimetric data (orthoimagery and/or digital planimetric map) production only:

$$\text{RMSE}_x \text{ or } \text{RMSE}_y = \frac{1}{4} * \text{RMSE}_{x(\text{Map})} \text{ or } \text{RMSE}_{y(\text{Map})}$$

$$\text{RMSE}_z = \frac{1}{2} * \text{RMSE}_{x(\text{Map})} \text{ or } \text{RMSE}_{y(\text{Map})}$$

- Accuracy of ground control designed for elevation data, or planimetric data and elevation data production:

$$\text{RMSE}_x, \text{RMSE}_y \text{ or } \text{RMSE}_z = \frac{1}{4} * \text{RMSE}_{x(\text{Map})}, \text{RMSE}_{y(\text{Map})} \text{ or } \text{RMSE}_{z(\text{DEM})}$$

Annex B, Data Accuracy and Quality Examples, provides practical examples of these requirements.

7.9 Checkpoint Accuracy and Placement Requirements

The independent source of higher accuracy for checkpoints shall be at least three times more accurate than the required accuracy of the geospatial data set being tested.

Horizontal checkpoints shall be established at well-defined points. A well-defined point represents a feature for which the horizontal position can be measured to a high degree of accuracy and position with respect to the geodetic datum. For the purpose of accuracy testing, well-defined points must be easily visible or identifiable on the ground, on the independent source of higher accuracy, and on the product itself. For testing orthoimagery, well-defined points shall not be selected on features elevated with respect to the elevation model used to rectify the imagery.

Unlike horizontal checkpoints, vertical checkpoints are not necessarily required to be clearly defined or readily identifiable point features.

Vertical checkpoints shall be established at locations that minimize interpolation errors when comparing elevations interpolated from the data set to the elevations of the checkpoints. Vertical checkpoints shall be surveyed on flat or uniformly-sloped open terrain and with slopes of 10% or less and should avoid vertical artifacts or abrupt changes in elevation.

7.10 Checkpoint Density and Distribution

When testing is to be performed, the distribution of the checkpoints will be project specific and must be determined by mutual agreement between the data provider and the end user. In no case shall an NVA, digital orthoimagery accuracy or planimetric data accuracy be based on less than 20 checkpoints.

A methodology to provide quantitative characterization and specification of the spatial distribution of checkpoints across the project extents, accounting for land cover type and project shape, is both realistic and necessary. But until such a methodology is developed and accepted, checkpoint density and distribution will be based primarily on empirical results and simplified area based methods.

Annex C, Accuracy Testing and Reporting Guidelines, provides details on the recommended checkpoint density and distribution. The requirements in Annex C may be superseded and updated as newer methods for determining the appropriate distribution of checkpoints are established and approved.

7.11 Relative Accuracy of Lidar and IFSAR Data

Relative accuracy assessment characterizes the internal geometric quality of an elevation data set without regard to surveyed ground control. The assessment includes two aspects of data quality: within-swath accuracy (smooth surface repeatability), and swath-to-swath accuracy. Within-swath accuracy is usually only associated with lidar collections. The requirements for relative accuracy are more stringent than those for absolute accuracy. Acceptable limits for relative accuracy are stated in Table 7.2.

For lidar collections, within-swath relative accuracy is a measure of the repeatability of the system when detecting flat, hard surfaces. Within-swath relative accuracy also indicates the internal stability of the instrument. Within-swath accuracy is evaluated against single swath data by differencing two raster elevation surfaces generated from the minimum and maximum point elevations in each cell (pixel), taken over small test areas of relatively flat, hard surfaces. The raster cell size should be twice the NPS of the lidar data. Suitable test areas will have produced only single return lidar points and will not include abrupt changes in reflectivity (e.g., large paint stripes, shifts between black asphalt and white concrete, etc.), as these may induce elevation shifts that could skew the assessment. The use of a difference test normalizes for the actual elevation changes in the surfaces. Acceptable thresholds for each accuracy class are based on the maximum difference between minimum and maximum values within each pixel.

For lidar and IFSAR collections, relative accuracy between swaths (swath-to-swath) in overlap areas is a measure of the quality of the system calibration/bore-sighting and airborne GNSS trajectories.

Swath-to-swath relative accuracy is assessed by comparing the elevations of overlapping swaths. As with within-swath accuracy assessment, the comparisons are performed in areas producing only single return lidar points. Elevations are extracted at checkpoint locations from each of the overlapping swaths and computing the root-mean-square-difference (RMSD_r) of the residuals. Because neither swath represents an independent source of higher accuracy, as used in RMSE_r calculations, the comparison is made using the RMS differences rather than RMS errors. Alternatively, the so called "delta-z" raster file representing the differences in elevations can be generated from the subtraction of the two raster files created for each swath over the entire surface and it can be used to calculate the RMSD_r. This approach has

the advantages of a more comprehensive assessment, and provides the user with a visual representation of the error distribution.

Annex C, Accuracy Testing and Reporting Guidelines, outlines specific criteria for selecting checkpoint locations for swath-to-swath accuracies. The requirements in the annex may be superseded and updated as newer methods for determining the swath-to-swath accuracies are established and approved.

7.12 Reporting

Horizontal and vertical accuracies shall be reported in terms of compliance with the RMSE thresholds and other quality and accuracy criteria outlined in this standard. In addition to the reporting stated below, ASPRS endorses and encourages additional reporting statements stating the estimated accuracy at a 95% confidence level in accordance with the FGDC NSSDA standard referenced in Section 3. Formulas for relating the RMSE thresholds in this standard to the NSSDA standard are provided in Annexes B and D.

If testing is performed, accuracy statements should specify that the data are "tested to meet" the stated accuracy.

If testing is not performed, accuracy statements should specify that the data are "produced to meet" the stated accuracy. This "produced to meet" statement is equivalent to the "compiled to meet" statement used by prior standards when referring to cartographic maps. The "produced to meet" method is appropriate for mature or established technologies where established procedures for project design, quality control and the evaluation of relative and absolute accuracies compared to ground control have been shown to produce repeatable and reliable results. Detailed specifications for testing and reporting to meet these requirements are outlined in Annex C.

The horizontal accuracy of digital orthoimagery, planimetric data, and elevation data sets shall be documented in the metadata in one of the following manners:

- "This data set was tested to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a ____ (cm) RMSE_r / RMSE_t, Horizontal Accuracy Class. Actual positional accuracy was found to be RMSE_r = ____ (cm) and RMSE_t = ____ cm which equates to Positional Horizontal Accuracy = +/- ____ at 95% confidence level."⁴
- "This data set was produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a ____ (cm) RMSE_r / RMSE_t, Horizontal Accuracy Class which equates to Positional Horizontal Accuracy = +/- ____ cm at a 95% confidence level."⁵

The vertical accuracy of elevation data sets shall be documented in the metadata in one of the following manners:

- "This data set was tested to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a ____ (cm) RMSE_r, Vertical Accuracy Class. Actual NVA accuracy was found to be RMSE_r = ____ cm, equating to +/- ____ cm at 95% confidence level. Actual VVA accuracy was found to be +/- ____ cm at the 95th percentile."⁴
- "This data set was produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a ____ cm RMSE_r, Vertical Accuracy Class equating to NVA = +/- ____ cm at 95% confidence level and VVA = +/- ____ cm at the 95th percentile"

⁴ "Tested to meet" is to be used only if the data accuracies were verified by testing against independent check points of higher accuracy.

⁵ "Produced to meet" should be used by the data provider to assert that the data meets the specified accuracies, based on established processes that produce known results, but that independent testing against check points of higher accuracy was not performed.

ANNEX A - BACKGROUND AND JUSTIFICATIONS (INFORMATIVE)

A.1 LEGACY STANDARDS AND GUIDELINES

Accuracy standards for geospatial data have broad applications nationally and/or internationally, whereas specifications provide technical requirements/acceptance criteria that a geospatial product must conform to in order to be considered acceptable for a specific intended use. Guidelines provide recommendations for acquiring, processing and/or analyzing geospatial data, normally intended to promote consistency and industry best practices.

The following is a summary of standards, specifications and guidelines relevant to ASPRS but which do not fully satisfy current requirements for accuracy standards for digital geospatial data:

- The *National Map Accuracy Standard* (NMAS) of 1947 established horizontal accuracy thresholds for the *Circular Map Accuracy Standard* (CMAS) as a function of map scale, and vertical accuracy thresholds for the *Vertical Map Accuracy Standard* (VMAS) as a function of contour interval - both reported at the 90% confidence level. Because NMAS accuracy thresholds are a function of the map scale and/or contour interval of a printed map, they are inappropriate for digital geospatial data where scale and contour interval are changed with a push of a button while not changing the underlying horizontal and/or vertical accuracy.
- The *ASPRS 1990 Accuracy Standards for Large-Scale Maps* established horizontal and vertical accuracy thresholds in terms of RMSE values in X, Y, and Z at ground scale. However, because the RMSE thresholds for Class 1, Class 2, and Class 3 products pertain to printed maps with published map scales and contour intervals, these ASPRS standards from 1990 are similarly inappropriate for digital geospatial data.
- The *National Standard for Spatial Data Accuracy* (NSSDA), published by the Federal Geographic Data Committee (FGDC) in 1998, was developed to report accuracy of digital geospatial data at the 95% confidence level as a function of RMSE values in X, Y, and Z at ground scale, unconstrained by map scale or contour interval. The NSSDA states, "The reporting standard in the horizontal component is the radius of a circle of uncertainty, such that the true or theoretical location of the point falls within that circle 95% of the time. The reporting standard in the vertical component is a linear uncertainty value, such that the true or theoretical location of the point falls within \pm of that linear uncertainty value 95% of the time. The reporting accuracy standard should be defined in metric (International System of Units, SI) units. However, accuracy will be reported in English units (inches and feet) where point coordinates or elevations are reported in English units. The NSSDA uses root-mean-square error (RMSE) to estimate positional accuracy. Accuracy reported at the 95% confidence level means that 95% of the positions in the data set will have an error with respect to true ground position that is equal to or smaller than the reported accuracy value." The NSSDA does not define threshold accuracy values, stating "Agencies are encouraged to establish thresholds for their product specifications and applications and for contracting purposes." In its Appendix 3-A, the NSSDA provides equations for converting RMSE values in X, Y, and Z into horizontal and vertical accuracies at the 95% confidence levels. The NSSDA assumes normal error distributions with systematic errors eliminated as best as possible.
- The National Digital Elevation Program (NDEP) published the *NDEP Guidelines for Digital Elevation Data* in 2004, recognizing that lidar errors of Digital Terrain Models (DTMs) do not necessarily follow a normal distribution in vegetated terrain. The NDEP developed Fundamental Vertical Accuracy (FVA), Supplemental Vertical Accuracy (SVA) and Consolidated Vertical Accuracy (CVA). The FVA is computed in non-vegetated, open terrain only, based on the NSSDA's RMSE, * 1.9600 because elevation errors in open terrain do tend to follow a normal distribution, especially with a large number of checkpoints. SVA is computed in individual land cover categories, and CVA is computed in all land cover categories combined - both based on 95th percentile errors (instead of RMSE multipliers) because errors in DTMs in other land cover categories, especially vegetated/forested areas, do not necessarily follow a normal distribution. The NDEP Guidelines, while establishing alternative procedures for testing and reporting the vertical accuracy of elevation data sets when errors are not normally distributed, also do not provide accuracy thresholds or quality levels.
- The *ASPRS Guidelines: Vertical Accuracy Reporting for Lidar Data*, published in 2004, essentially endorsed the NDEP Guidelines, to include FVA, SVA, and CVA reporting. Similarly, the ASPRS 2004 Guidelines, while endorsing the NDEP Guidelines when elevation errors are not normally distributed, also do not provide accuracy thresholds or quality levels.
- Between 1998 and 2010, the Federal Emergency Management Agency (FEMA) published *Guidelines and Specifications for Flood Hazard Mapping Partners* that included RMSE, thresholds and requirements for testing and reporting the vertical accuracy separately for all major land cover categories within floodplains being mapped for the National Flood Insurance Program (NFIP). With its *Procedure Memorandum No. 61 - Standards for Lidar and Other High Quality Digital Topography*, dated 27 September 2010, FEMA endorsed the *USGS Draft Lidar Base Specifications V13*, relevant to floodplain mapping in areas of highest flood risk only, with poorer accuracy and point density in areas of lesser flood risks. USGS' draft V13 specification subsequently became the *USGS Lidar Base Specification V1.0* specification summarized below. FEMA's Guidelines and Procedures only address requirements for flood risk mapping and do not represent accuracy standards that are universally applicable.
- In 2012, USGS published its *Lidar Base Specification, Version 1.0*, which is based on RMSE_z of 12.5 cm in open terrain and elevation post spacing no greater than 1 to 2 meters. FVA, SVA, and CVA values are also specified. This document is not a standard but a specification for lidar data used to populate the National Elevation Dataset (NED) at 1/9" arc-second post spacing (~3 meters) for gridded Digital Elevation Models (DEMs).
- In 2012, USGS also published the final report of the *National Enhanced Elevation Assessment* (NEEA), which considered five Quality Levels of enhanced elevation data to satisfy nationwide requirements; each Quality Level having different RMSE, and point density thresholds. With support from the National Geospatial Advisory Committee (NGAC), USGS subsequently developed its new 3D Elevation Program (3DEP) based on lidar Quality Level 2 data with 1' equivalent contour accuracy (RMSE_z < 10 cm) and point density of 2 points per square meter for all states except Alaska in which IFSAR Quality Level 5 data are specified with RMSE_z between 1 and 2 meters and with 5 meter post spacing. The 3DEP lidar data are expected to be high resolution data capable of supporting DTMs at 1 meter resolution. The 3DEP Quality Level 2 and Quality Level 5 products are expected to become industry standards for digital elevation data, respectively replacing the older elevation data from the USGS' National Elevation Dataset.
- In 2014, the latest USGS Lidar Base Specification Version 1.2 was published to accommodate lidar Quality Levels 0, 1, 2 and 3.

A.2 NEW STANDARD FOR A NEW ERA

The current standard was developed in response to the pressing need of the GIS and mapping community for a new standard that embraces the digital nature of current geospatial technologies. The following are some of the justifications for the development of the new standard:

- Legacy map accuracy standards, such as the ASPRS 1990 standard and the NMAS of 1947, are outdated. Many of the data acquisition and mapping technologies that these standards were based on are no longer used. More recent advances in mapping technologies can now produce better quality and higher accuracy geospatial products and maps. New standards are needed to reflect these advances.
- Legacy map accuracy standards were designed to deal with plotted or drawn maps as the only medium to represent geospatial data. The concept of hardcopy map scale dominated the mapping industry for decades. Digital mapping products need different measures (besides scale) that are suitable for the digital medium that users now utilize.
- Within the past two decades (during the transition period between the hardcopy and softcopy mapping environments), most standard measures for relating GSD and map scale to the final mapping accuracy were inherited from photogrammetric practices using scanned film. New mapping processes and methodologies have become much more sophisticated with advances in technology and advances in our knowledge of mapping processes and mathematical modeling. Mapping accuracy can no longer be associated with the camera geometry and flying altitude alone. Many other factors now influence the accuracy of geospatial mapping products. Such factors include the quality of camera calibration parameters, quality and size of a Charged Coupled Device (CCD) used in the digital camera CCD array, amount of imagery overlap, quality of parallax determination or photo measurements, quality of the GPS signal, quality and density of ground control, quality of the aerial triangulation solution, capability of the processing software to handle GPS drift and shift and camera self-calibration, and the digital terrain model used for the production of orthoimagery. These factors can vary widely from project to project, depending on the sensor used and specific methodology. For these reasons, existing accuracy measures based on map scale, film scale, GSD, c-factor, and scanning resolution no longer apply to current geospatial mapping practices.
- Elevation products from the new technologies and active sensors such as lidar and IFSAR are not considered by the legacy mapping standards. New accuracy standards are needed to address elevation products derived from these technologies.

A.2.1 Mapping Practices During the Film-based Era

Since the early history of photogrammetric mapping, film was the only medium to record an aerial photographic session. During that period, film scale, film-to-map enlargement ratio, and c-factor were used to define final map scale and map accuracy. A film-to-map enlargement ratio value of 6 and a c-factor value of 1800 to 2000 were widely accepted and used during this early stage of photogrammetric mapping. C-factor is used to determine the flying height based on the desired contour interval from the following formula:

$$c\text{-factor} = \frac{\text{flying altitude}}{\text{contour interval}}$$

Values in Table A.1 were historically utilized by the mapping community for photogrammetric mapping from film.

TABLE A.1. COMMON PHOTOGRAPHY SCALES USING CAMERA WITH 9" FILM FORMAT AND 6" LENS

Film Scale	1" = 300'	1" = 600'	1" = 1200'	1" = 2400'	1" = 3333'
	1:3,600	1:7,200	1:14,400	1:28,800	1:40,000
Flying Altitude	1,800' / 550 m	3,600' / 1,100 m	7,200' / 2,200 m	14,400' / 4,400 m	20,000' / 6,100 m
Map Scale	1" = 50'	1" = 100'	1" = 200'	1" = 400'	1" = 1000'
	1:600	1:1,200	1:2,400	1:4,800	1:12,000

A.2.2 Mapping Practices During the Softcopy Photogrammetry Era

When the softcopy photogrammetric mapping approach was first introduced to the mapping industry in the early 1990s, large format film scanners were used to convert the aerial film to digital imagery. The mapping community needed guidelines for relating the scanning resolution of the film to the supported map scale and contour interval used by legacy standards to specify map accuracies. Table A.2 relates the resulting GSD of the scanned film and the supported map scale and contour interval derived from film-based cameras at different flying altitudes. Table A.2 assumes a scan resolution of 21 microns as that was in common use for many years. The values in Table A.2 are derived based on the commonly used film-to-map enlargement ratio of 6 and a c-factor of 1800. Such values were endorsed and widely used by both map users and data providers during and after the transition period from film to the softcopy environment.

TABLE A.2 RELATIONSHIP BETWEEN FILM SCALE AND DERIVED MAP SCALE

Photo Scale	Common Photography Scales (with 9" film format camera and 6" lens)				Scanning Resolution (um)
	1" = 300'	1" = 600'	1" = 1200'	1" = 2400'	
	1:3,600	1:7,200	1:14,400	1:28,800	
Flying Altitude	1,800' / 550 m	3,600' / 1,100 m	7,200' / 2,200 m	14,400' / 4,400 m	
Approximate Ground Sampling Distance (GSD) of Scan	0.25' / 7.5 cm	0.50' / 0.15 m	1.0' / 0.3 m	2.0' / 0.6 m	21
Supported Map/Orthoimagery Scales and Contour Intervals					
GSD	3" / 7.5 cm	6" / 15 cm	1.0' / 30 cm	2.0' / 60 cm	
C.I.	1.0' / 30 cm	2.0' / 60 cm	4' / 1.2 m	8' / 2.4 m	
Map Scale	1" = 50'	1" = 100'	1" = 200'	1" = 400'	
	1:600	1:1,200	1:2,400	1:4,800	

A.2.3 Mapping Practices during the Digital Sensors Photogrammetry Era

Since first introduced to the mapping community in 2000, digital large format metric mapping cameras have become the main aerial imagery acquisition system utilized for geospatial mapping. The latest generation of digital metric mapping cameras have enhanced optics quality, extended radiometric resolution through a higher dynamic range, finer CCD resolution, rigid body construction, and precise electronics. These new camera technologies, coupled with advances in the airborne GPS and mathematical modeling performed by current photogrammetric processing software, make it possible to extend the limits on the flying altitude and still achieve higher quality mapping products, of equal or greater accuracy, than what could be achieved with older technologies.

Many of the rules that have influenced photogrammetric practices for the last six or seven decades (such as those outlined in Sections

A.2.1 and A.2.2 above) are based on the capabilities of outdated technologies and techniques. For instance, standard guidelines like using a film-to-map enlargement ratio value of 6 and a c-factor between 1,800 to 2,000 are based on the limitations of optical-mechanical photogrammetric plotters and aerial film resolution. These legacy rules no longer apply to mapping processes utilizing digital mapping cameras and current technologies.

Unfortunately, due to a lack of clear guidelines, outdated practices and guidelines from previous eras are commonly misapplied to newer technologies. The majority of users and data providers still utilize the figures given in Table A.2 for associating the imagery GSD to a supported map scale and associated accuracy, even though these associations are based on scanned film and do not apply to current digital sensors. New relationships between imagery GSD and product accuracy are needed to account for the full range factors that influence the accuracy of mapping products derived from digital sensors.

ANNEX B — DATA ACCURACY AND QUALITY EXAMPLES (NORMATIVE)

B.1 AERIAL TRIANGULATION AND GROUND CONTROL ACCURACY EXAMPLES

Sections 7.7 and 7.8 describe the accuracy requirements for aerial triangulation, IMU, and ground control points relative to product accuracies. These requirements differ depending on whether the products include elevation data. Tables B.1 and B.2 provide an example of how these requirements are applied in practice for a typical product with RMSE_x and RMSE_y of 50 cm.

TABLE B.1 AERIAL TRIANGULATION AND GROUND CONTROL ACCURACY REQUIREMENTS, ORTHOIMAGERY AND/OR PLANIMETRIC DATA ONLY

Product Accuracy (RMSE _x , RMSE _y) (cm)	A/T Accuracy		Ground Control Accuracy	
	RMSE _x and RMSE _y (cm)	RMSE _z (cm)	RMSE _x and RMSE _y (cm)	RMSE _z (cm)
50	25	50	12.5	25

TABLE B.2 AERIAL TRIANGULATION AND GROUND CONTROL ACCURACY REQUIREMENTS, ORTHOIMAGERY AND/OR PLANIMETRIC DATA AND ELEVATION DATA

Product Accuracy (RMSE _x , RMSE _y) (cm)	A/T Accuracy		Ground Control Accuracy	
	RMSE _x and RMSE _y (cm)	RMSE _z (cm)	RMSE _x and RMSE _y (cm)	RMSE _z (cm)
50	25	25	12.5	12.5

B.2 DIGITAL ORTHOIMAGERY HORIZONTAL ACCURACY CLASSES

This standard does not associate product accuracy with the GSD of the source imagery, pixel size of the orthoimagery, or map scale for scaled maps.

The relationship between the recommended RMSE_x and RMSE_y accuracy class and the orthoimagery pixel size varies depending on the imaging sensor characteristics and the specific mapping processes used. The appropriate horizontal accuracy class must be negotiated and agreed upon between the end user and the data provider, based on specific project needs and design criteria. This section provides some general guidance to assist in making that decision.

Example tables are provided to show the following: The general application of the standard as outlined in Section 7.3 (Table B.3); a cross reference to typical past associations between pixel size, map scale and the 1990 ASPRS legacy standard (Table B.4); and, typical values associated with different levels of accuracy using current technologies (Table B.5).

Table B.3 presents examples of 24 horizontal accuracy classes and associated quality criteria as related to orthoimagery according to the formula and general requirements stated in Section 7.3.

As outlined in Annex A, in the transition between hardcopy and softcopy mapping environments, users and the mapping community established generally accepted associations between orthoimagery pixel size, final map scale and the ASPRS 1990 map accuracy classes. These associations are based primarily on relationships for scanned film, older technologies and legacy standards. While they may not directly apply to digital geospatial data produced with newer technologies, these practices have been in widespread use for many years and many existing data sets are based on these associations. As such, it is useful to have a cross reference relating these legacy specifications to their corresponding RMSE_x and RMSE_y accuracy classes in the new standard.

Table B.4 lists the most common associations that have been established (based on users interpretation and past technologies) to relate orthoimagery pixel size to map scale and the ASPRS 1990 legacy standard map accuracy classes.

Given current sensor and processing technologies for large and medium format metric cameras, an orthoimagery accuracy of 1-pixel RMSE_x and RMSE_y is considered achievable, assuming proper project design and best practices implementation. This level of accuracy is more stringent by a factor of two than orthoimagery accuracies typically associated with the ASPRS 1990 Class 1 accuracies presented in Table B.4.

Achieving the highest level of accuracy requires specialized consideration related to sensor type, ground control density, ground control accuracies, and overall project design. In many cases, this results in higher cost. As such, the highest achievable accuracies may not be appropriate for all projects. Many geospatial mapping projects require high resolution and high quality imagery, but do not require the highest level of positional accuracy. This fact is particularly true for update or similar projects where the intent is to upgrade the image resolution, but still leverage existing elevation model data and ground control data that may originally have been developed to a lower accuracy standard.

Table B.5 provides a general guideline to determine the appropriate orthoimagery accuracy class for three different levels of geospatial accuracy. Values listed as "Highest accuracy work" specify an RMSE_x and RMSE_y accuracy class of 1-pixel (or better) and are considered to

Exhibit "D"

TABLE B.3 COMMON HORIZONTAL ACCURACY CLASSES
ACCORDING TO THE NEW STANDARD*

Horizontal Accuracy Class RMSE _x and RMSE _y (cm)	RMSE _x (cm)	Orthoimage Mosaic Seamline Maximum Mismatch (cm)	Horizontal Accuracy at the 95% Confidence Level (cm)
0.63	0.9	1.3	1.5
1.25	1.8	2.5	3.1
2.50	3.5	5.0	6.1
5.00	7.1	10.0	12.2
7.50	10.6	15.0	18.4
10.00	14.1	20.0	24.5
12.50	17.7	25.0	30.6
15.00	21.2	30.0	36.7
17.50	24.7	35.0	42.8
20.00	28.3	40.0	49.0
22.50	31.8	45.0	55.1
25.00	35.4	50.0	61.2
27.50	38.9	55.0	67.3
30.00	42.4	60.0	73.4
45.00	63.6	90.0	110.1
60.00	84.9	120.0	146.9
75.00	106.1	150.0	183.6
100.00	141.4	200.0	244.8
150.00	212.1	300.0	367.2
200.00	282.8	400.0	489.5
250.00	353.6	500.0	611.9
300.00	424.3	600.0	734.3
500.00	707.1	1000.0	1223.9
1000.00	1414.2	2000.0	2447.7

reflect the highest tier accuracy for the specified resolution given current technologies. This accuracy class is appropriate when geospatial accuracies are of higher importance and when the higher accuracies are supported by sufficient sensor, ground control and digital terrain model accuracies. Values listed as "Standard Mapping and GIS work" specify a 2-pixel RMSE_x and RMSE_y accuracy class. This accuracy is appropriate for a standard level of high quality and high accuracy geospatial mapping applications. It is equivalent to ASPRS 1990 Class 1 accuracies, as interpreted by users as industry standard and presented in Table B.4. This level of accuracy is typical of a large majority of existing projects designed to legacy standards. RMSE_x and RMSE_y accuracies of 3 or more pixels would be considered appropriate for "visualization and less accurate work" when higher accuracies are not needed.

Users should be aware that the use of the symbol \geq in Table B.5 is intended to infer that users can specify larger threshold values for RMSE_x and RMSE_y. The symbol \leq in Table B.5 indicates that users can specify lower thresholds at such time as they may be supported by current or future technologies.

The orthoimagery pixel sizes and associated RMSE_x and RMSE_y accuracy classes presented in Table B.5 are largely based on experience with current sensor technologies and primarily apply to large and medium format metric cameras. The table is only provided as a guideline for users during the transition period to the new standard. These associations may change in the future as mapping technologies continue to advance and evolve.

TABLE B.4 EXAMPLES ON HORIZONTAL ACCURACY FOR DIGITAL ORTHOIMAGERY INTERPRETED FROM ASPRS 1990 LEGACY STANDARD

Common Orthoimagery Pixel Sizes	Associated Map Scale	ASPRS 1990 Accuracy Class	Associated Horizontal Accuracy According to Legacy ASPRS 1990 Standard	
			RMSE _x and RMSE _y (cm)	RMSE _x and RMSE _y in terms of pixels
0.625 cm	1:50	1	1.3	2-pixels
		2	2.5	4-pixels
		3	3.8	6-pixels
1.25 cm	1:100	1	2.5	2-pixels
		2	5.0	4-pixels
		3	7.5	6-pixels
2.5 cm	1:200	1	5.0	2-pixels
		2	10.0	4-pixels
		3	15.0	6-pixels
5 cm	1:400	1	10.0	2-pixels
		2	20.0	4-pixels
		3	30.0	6-pixels
7.5 cm	1:600	1	15.0	2-pixels
		2	30.0	4-pixels
		3	45.0	6-pixels
15 cm	1:1,200	1	30.0	2-pixels
		2	60.0	4-pixels
		3	90.0	6-pixels
30 cm	1:2,400	1	60.0	2-pixels
		2	120.0	4-pixels
		3	180.0	6-pixels
60 cm	1:4,800	1	120.0	2-pixels
		2	240.0	4-pixels
		3	360.0	6-pixels
1 meter	1:12,000	1	240.0	2-pixels
		2	400.0	4-pixels
		3	600.0	6-pixels
2 meter	1:24,000	1	400.0	2-pixels
		2	800.0	4-pixels
		3	1,200.0	6-pixels
5 meter	1:60,000	1	1,000.0	2-pixels
		2	2,000.0	4-pixels
		3	3,000.0	6-pixels

It should be noted that in Tables B.4 and B.5, it is the pixel size of the final digital orthoimagery that is used to associate the horizontal accuracy class, not the Ground Sample Distance (GSD) of the raw image. When producing digital orthoimagery, the GSD as acquired by the sensor (and as computed at mean average terrain) should not be more than 95% of the final orthoimage pixel size. In extremely steep terrain, additional consideration may need to be given to the variation of the GSD across low lying areas in order to ensure that the variation in GSD across the entire image does not significantly exceed the target pixel size.

* For tables B.3 through B.8, values were rounded to the nearest mm after full calculations were performed with all decimal places.

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TABLE B.5 DIGITAL ORTHOIMAGERY ACCURACY EXAMPLES FOR CURRENT LARGE AND MEDIUM FORMAT METRIC CAMERAS

Common Orthoimagery Pixel Sizes	Recommended Horizontal Accuracy Class RMSE, and RMSE _x (cm)	Orthoimage RMSE, and RMSE _x in terms of pixels	Recommended use ⁷
1.25 cm	≤1.3	≤1-pixel	Highest accuracy work
	2.5	2-pixels	Standard Mapping and GIS work
	≥3.8	≥3-pixels	Visualization and less accurate work
2.5 cm	≤2.5	≤1-pixel	Highest accuracy work
	5.0	2-pixels	Standard Mapping and GIS work
	≥7.5	≥3-pixels	Visualization and less accurate work
5 cm	≤5.0	≤1-pixel	Highest accuracy work
	10.0	2-pixels	Standard Mapping and GIS work
	≥15.0	≥3-pixels	Visualization and less accurate work
7.5 cm	≤7.5	≤1-pixel	Highest accuracy work
	15.0	2-pixels	Standard Mapping and GIS work
	≥22.5	≥3-pixels	Visualization and less accurate work
15 cm	≤15.0	≤1-pixel	Highest accuracy work
	30.0	2-pixels	Standard Mapping and GIS work
	≥45.0	≥3-pixels	Visualization and less accurate work
30 cm	≤30.0	≤1-pixel	Highest accuracy work
	60.0	2-pixels	Standard Mapping and GIS work
	≥90.0	≥3-pixels	Visualization and less accurate work
60 cm	≤60.0	≤1-pixel	Highest accuracy work
	120.0	2-pixels	Standard Mapping and GIS work
	≥180.0	≥3-pixels	Visualization and less accurate work
1 meter	≤100.0	≤1-pixel	Highest accuracy work
	200.0	2-pixels	Standard Mapping and GIS work
	≥300.0	≥3-pixels	Visualization and less accurate work
2 meter	≤200.0	≤1-pixel	Highest accuracy work
	400.0	2-pixels	Standard Mapping and GIS work
	≥600.0	≥3-pixels	Visualization and less accurate work
5 meter	≤500.0	≤1-pixel	Highest accuracy work
	1,000.0	2-pixels	Standard Mapping and GIS work
	≥1,500.0	≥3-pixels	Visualization and less accurate work

B.3 DIGITAL PLANIMETRIC DATA HORIZONTAL ACCURACY CLASSES

Table B.6 presents 24 common horizontal accuracy classes for digital planimetric data, approximate GSD of source imagery for high accuracy planimetric data, and equivalent map scales per legacy NMAAS and ASPRS 1990 accuracy standards. In Table B.6, the values for the approximate GSD of source imagery only apply to imagery derived from common large and medium format metric cameras. The range of the approximate GSD of source imagery is only provided as a general recommendation, based on the current state of sensor technologies and mapping practices. Different ranges may be considered in the future depending on future advances of such technologies and mapping practices.

B.4 DIGITAL ELEVATION DATA VERTICAL ACCURACY CLASSES

Table B.7 provides vertical accuracy examples and other quality criteria for ten common vertical accuracy classes. Table B.8 compares the ten vertical accuracy classes with contours intervals from legacy ASPRS 1990 and NMAAS 1947 standards. Table B.9 provides ten vertical accuracy classes with the recommended lidar point density suitable for each of them.

⁷ "Highest accuracy work" in Table B.5 refers only to the highest level of achievable accuracies relative to that specific resolution; it does not indicate "highest accuracy work" in any general sense. The final choice of both image resolution and final product accuracy class depends on specific project requirements and is the sole responsibility of the end user; this should be negotiated with the data provider and agreed upon in advance.

Exhibit "D"

TABLE B.6 HORIZONTAL ACCURACY/QUALITY EXAMPLES FOR HIGH ACCURACY DIGITAL PLANIMETRIC DATA

ASPRS 2014				Equivalent to map scale in		Equivalent to map scale in NMAS
Horizontal Accuracy Class RMSE, and RMSE _r (cm)	RMSE _r (cm)	Horizontal Accuracy at the 95% Confidence Level (cm)	Approximate GSD of Source Imagery (cm)	ASPRS 1990 Class 1	ASPRS 1990 Class 2	
0.63	0.9	1.5	0.31 to 0.63	1:25	1:12.5	1:16
1.25	1.8	3.1	0.63 to 1.25	1:50	1:25	1:32
2.5	3.5	6.1	1.25 to 2.5	1:100	1:50	1:63
5.0	7.1	12.2	2.5 to 5.0	1:200	1:100	1:127
7.5	10.6	18.4	3.8 to 7.5	1:300	1:150	1:190
10.0	14.1	24.5	5.0 to 10.0	1:400	1:200	1:253
12.5	17.7	30.6	6.3 to 12.5	1:500	1:250	1:317
15.0	21.2	36.7	7.5 to 15.0	1:600	1:300	1:380
17.5	24.7	42.8	8.8 to 17.5	1:700	1:350	1:444
20.0	28.3	49.0	10.0 to 20.0	1:800	1:400	1:507
22.5	31.8	55.1	11.3 to 22.5	1:900	1:450	1:570
25.0	35.4	61.2	12.5 to 25.0	1:1000	1:500	1:634
27.5	38.9	67.3	13.8 to 27.5	1:1100	1:550	1:697
30.0	42.4	73.4	15.0 to 30.0	1:1200	1:600	1:760
45.0	63.6	110.1	22.5 to 45.0	1:1800	1:900	1:1,141
60.0	84.9	146.9	30.0 to 60.0	1:2400	1:1200	1:1,521
75.0	106.1	183.6	37.5 to 75.0	1:3000	1:1500	1:1,901
100.0	141.4	244.8	50.0 to 100.0	1:4000	1:2000	1:2,535
150.0	212.1	367.2	75.0 to 150.0	1:6000	1:3000	1:3,802
200.0	282.8	489.5	100.0 to 200.0	1:8,000	1:4000	1:5,069
250.0	353.6	611.9	125.0 to 250.0	1:10,000	1:5000	1:6,337
300.0	424.3	734.3	150.0 to 300.0	1:12,000	1:6000	1:7,604
500.0	707.1	1223.9	250.0 to 500.0	1:20,000	1:10000	1:21,122
1000.0	1414.2	2447.7	500.0 to 1000.0	1:40000	1:20000	1:42,244

TABLE B.7 VERTICAL ACCURACY/QUALITY EXAMPLES FOR DIGITAL ELEVATION DATA

Vertical Accuracy Class	Absolute Accuracy			Relative Accuracy (where applicable)		
	RMSE _r Non-Vegetated (cm)	NVA at 95% Confidence Level (cm)	VVA at 95th Percentile (cm)	Within-Swath Hard Surface Repeatability (Max Diff) (cm)	Swath-to-Swath Non-Veg Terrain (RMSE _{Dz}) (cm)	Swath-to-Swath Non-Veg Terrain (Max Diff) (cm)
1-cm	1.0	2.0	3	0.6	0.8	1.6
2.5-cm	2.5	4.9	7.5	1.5	2	4
5-cm	5.0	9.8	15	3	4	8
10-cm	10.0	19.6	30	6	8	16
15-cm	15.0	29.4	45	9	12	24
20-cm	20.0	39.2	60	12	16	32
33.3-cm	33.3	65.3	100	20	26.7	53.3
66.7-cm	66.7	130.7	200	40	53.3	106.7
100-cm	100.0	196.0	300	60	80	160
333.3-cm	333.3	653.3	1000	200	266.7	533.3

TABLE B.8 VERTICAL ACCURACY OF THE NEW ASPRS 2014 STANDARD
COMPARED WITH LEGACY STANDARDS

Vertical Accuracy Class	RMSE _x Non-Vegetated (cm)	Equivalent Class 1 contour interval per ASPRS 1990 (cm)	Equivalent Class 2 contour interval per ASPRS 1990 (cm)	Equivalent contour interval per NMAS (cm)
1-cm	1.0	3.0	1.5	3.29
2.5-cm	2.5	7.5	3.8	8.22
5-cm	5.0	15.0	7.5	16.45
10-cm	10.0	30.0	15.0	32.90
15-cm	15.0	45.0	22.5	49.35
20-cm	20.0	60.0	30.0	65.80
33.3-cm	33.3	99.9	50.0	109.55
66.7-cm	66.7	200.1	100.1	219.43
100-cm	100.0	300.0	150.0	328.98
333.3-cm	333.3	999.9	500.0	1096.49

TABLE B.9 EXAMPLES ON VERTICAL ACCURACY AND RECOMMENDED LIDAR POINT DENSITY FOR DIGITAL ELEVATION DATA ACCORDING TO THE NEW ASPRS 2014 STANDARD

Vertical Accuracy Class	Absolute Accuracy		Recommended Minimum NPD ^a (pts/m ²)	Recommended Maximum NPS ^a (m)
	RMSE _x Non-Vegetated (cm)	NVA at 95% Confidence Level (cm)		
1-cm	1.0	2.0	≥20	≤0.22
2.5-cm	2.5	4.9	16	0.25
5-cm	5.0	9.8	8	0.35
10-cm	10.0	19.6	2	0.71
15-cm	15.0	29.4	1	1.0
20-cm	20.0	39.2	0.5	1.4
33.3-cm	33.3	65.3	0.25	2.0
66.7-cm	66.7	130.7	0.1	3.2
100-cm	100.0	196.0	0.05	4.5
333.3-cm	333.3	653.3	0.01	10.0

^a Nominal Pulse Density (NPD) and Nominal Pulse Spacing (NPS) are geometrically inverse methods to measure the pulse density or spacing of a lidar collection. NPD is a ratio of the number of points to the area in which they are contained, and is typically expressed as pulses per square meter (pps/m or pls/m²). NPS is a linear measure of the typical distance between points, and is most often expressed in meters. Although either expression can be used for any data set, NPD is usually used for lidar collections with NPS < 1, and NPS is used for those with NPS ≥ 1. Both measures are based on all 1st (or last)-return lidar point data as these return types each reflect the number of pulses. Conversion between NPD and NPS is accomplished using the equation $NPS = 1/NPD$ and $NPD = 1/NPS$. Although typical point densities are listed for specified vertical accuracies, users may select higher or lower point densities to best fit project requirements and complexity of surfaces to be modeled.

B.5 CONVERTING ASPRS 2014 ACCURACY VALUES TO LEGACY ASPRS 1990 ACCURACY VALUES

In this section easy methods and examples will be provided for users who are faced with the issue of relating the standard (ASPRS 2014) to the legacy ASPRS 1990 Accuracy Standards for Large-Scale Maps. A major advantage of the new standard is it indicates accuracy based on RMSE at the ground scale. Although both the new 2014 standard and the legacy ASPRS map standard of 1990 are using the same measure of RMSE, they are different on the concept of representing the accuracy classes. The legacy ASPRS map standard of 1990 uses Class 1 for higher accuracy and Classes 2 and 3 for data with lower accuracy while the new 2014 standard refers to the map accuracy by the value of RMSE without limiting it to any class. The following examples illustrate the procedures users can follow to relate horizontal and vertical accuracies values between the new ASPRS standard of 2014 and the legacy ASPRS 1990 Accuracy Standards for Large-Scale Maps.

Example 1: Converting the Horizontal Accuracy of a Map or Orthoimagery from the New 2014 Standard to the Legacy ASPRS Map Standard of 1990.

Given a map or orthoimagery with an accuracy of $RMSE_x = RMSE_y = 15$ cm according to new 2014 standard, compute the equivalent accuracy and map scale according to the legacy ASPRS map standard of 1990, for the given map or orthoimagery.

Solution:

- Because both standards utilize the same RMSE measure, then the accuracy of the map according to the legacy ASPRS map standard of 1990 is $RMSE_x = RMSE_y = 15$ cm.
- To find the equivalent map scale according to the legacy ASPRS map standard of 1990, follow the following steps:
 - Multiply the $RMSE_x$ and $RMSE_y$ value in centimeters by 40 to compute the map scale factor (MSF) for a Class 1 map, therefore:
 $MSF = 15 \text{ (cm)} \times 40 = 600$
 - The map scale according to the legacy ASPRS map standard of 1990 is equal to:
 - Scale = 1:MSF or 1:600 Class 1;
 - The accuracy value of $RMSE_x = RMSE_y = 15$ cm is also equivalent to Class 2 accuracy for a map with a scale of 1:300.

Example 2: Converting the Vertical Accuracy of an Elevation Dataset from the New Standard to the Legacy ASPRS Map Standard of 1990.

Given an elevation data set with a vertical accuracy of $RMSE_z = 10$ cm according to the new standard, compute the equivalent contour interval according to the legacy ASPRS map standard of 1990, for the given dataset.

Solution:

The legacy ASPRS map standard of 1990 states that:

"The limiting rms error in elevation is set by the standard at one-third the indicated contour interval for well-defined points only. Spot heights shall be shown on the map within a limiting rms error of one-sixth of the contour interval."

- Because both standards utilize the same RMSE measure to

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express the vertical accuracy, then the accuracy of the elevation dataset according to the legacy ASPRS map standard of 1990 is also equal to the given $RMSE_v = 10$ cm

- Using the legacy ASPRS map standard of 1990 accuracy measure of $RMSE_v = 1/3 \times$ contour interval (CI), the equivalent contour interval is computed according to the legacy ASPRS map standard of 1990 using the following formula:

$$CI = 3 \times RMSE_v = 3 \times 10 \text{ cm} = 30 \text{ cm with Class 1,}$$

$$\text{or } CI = 15 \text{ cm with Class 2 accuracy}$$

However, if the user is interested in evaluating the spot height requirement according to the ASPRS 1990 standard, then the results will differ from the one obtained above. The accuracy for spot heights is required to be twice the accuracy of the contours (one-sixth versus one-third for the contours) or:

$$\text{For a 30 cm CI, the required spot height accuracy, } RMSE_s = 1/6 \times 30 \text{ cm} = 5 \text{ cm}$$

Since our data is $RMSE_v = 10$ cm, it would only support Class 2 accuracy spot elevations for this contour interval.

B.6 CONVERTING ASPRS 2014 ACCURACY VALUES TO LEGACY NMAS 1947 ACCURACY VALUES

In this section easy methods and examples will be provided for users who are faced with the issue of relating the new standard (ASPRS 2014) to the legacy National Map Accuracy Standard (NMAS) of 1947. In regard to the horizontal accuracy measure, the NMAS of 1947 states that:

"Horizontal Accuracy: For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch." This is known as the Circular Map Accuracy Standard (CMAS) or Circular Error at the 90% confidence level (CE90).

Therefore, the standard uses two accuracy measures based on the map scale with the figure of "1/30 inch" for map scales larger than 1:20,000 and "1/50 inch" for maps with a scale of 1:20,000 or smaller. As for the vertical accuracy measure, the standard states:

"Vertical Accuracy, as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval." This is known as the Vertical Map Accuracy Standard (VMAS) or Linear Error at the 90% confidence level (LE90).

The following examples illustrate the procedures users can follow to relate horizontal and vertical accuracy values between the new ASPRS standard of 2014 and the legacy National Map Accuracy Standard (NMAS) of 1947.

Example 3: Converting the horizontal accuracy of a map or orthoimagery from the new ASPRS 2014 standard to the legacy National Map Accuracy Standard (NMAS) of 1947.

Given a map or orthoimagery with an accuracy of $RMSE_h = RMSE_v = 15$ cm according to the new 2014 standard, compute the equivalent accuracy and map scale according to the legacy National Map Accuracy Standard (NMAS) of 1947, for the given map or orthoimagery.

Solution:

- Because the accuracy figure of $RMSE_h = RMSE_v = 15$ cm is relatively small, it is safe to assume that such accuracy value is derived for a map with a scale larger than 1:20,000. Therefore, we can use the factor "1/30 inch."

$$\text{Use the formula } CMAS (CE90) = 2.1460 \times RMSE_h = 2.1460 \times RMSE_v$$

$$CE90 = 2.1460 \times 15 \text{ cm} = 32.19 \text{ cm}$$

- Convert the CE90 to feet

$$32.19 \text{ cm} = 1.0561 \text{ foot}$$

- Use the NMAS accuracy relation of $CE90 = 1/30$ inch on the map, compute the map scale

$$CE90 = 1/30 \times (\text{ground distance covered by an inch of the map}), \text{ or ground distance covered by an inch of the map} = CE90 \times 30 = 1.0561 \text{ foot} \times 30 = 31.68 \text{ feet}$$

- The equivalent map scale according to NMAS is equal to $1" = 31.68'$ or 1:380

Example 4: Converting the vertical accuracy of an elevation dataset from the new ASPRS 2014 standard to the legacy National Map Accuracy Standard (NMAS) of 1947.

Given an elevation data set with a vertical accuracy of $RMSE_v = 10$ cm according to the new ASPRS 2014 standard, compute the equivalent contour interval according to the legacy National Map Accuracy Standard (NMAS) of 1947, for the given dataset.

Solution:

As mentioned earlier, the legacy ASPRS map standard of 1990 states that:

"Vertical Accuracy, as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval."

Use the following formula to compute the 90% vertical error:

$$1. \text{ VMAS (LE90)} = 1.6449 \times RMSE_v = 1.6449 \times 10 \text{ cm} = 16.449 \text{ cm}$$

- Compute the contour interval (CI) using the following criteria set by the NMAS standard:

$$VMAS (LE90) = 1/2 \text{ CI, or}$$

$$CI = 2 \times LE90 = 2 \times 16.449 \text{ cm} = 32.9 \text{ cm}$$

B.7 EXPRESSING THE ASPRS 2014 ACCURACY VALUES ACCORDING TO THE FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (NSSDA)

In this section easy methods and examples will be provided for users who are faced with the issue of relating the new standard (ASPRS 2014) to the FGDC National Standard for Spatial Data Accuracy (NSSDA).

Example 5: Converting the horizontal accuracy of a map or orthoimagery from the new 2014 standard to the FGDC National Standard for Spatial Data Accuracy (NSSDA)

Given a map or orthoimagery with an accuracy of $RMSE_h = RMSE_v = 15$ cm according to new 2014 standard, express the equivalent accuracy according to the FGDC National Standard for Spatial Data Accuracy (NSSDA), for the given map or orthoimagery.

Solution:

According to NSSDA, the horizontal positional accuracy is estimated at 95% confidence level from the following formula:

$$\text{Accuracy at 95\% or Accuracy}_x = 2.4477 \times \text{RMSE}_x = 2.4477 \times \text{RMSE}_y$$

If we assume that:

$$\text{RMSE}_x = \text{RMSE}_y \text{ and } \text{RMSE}_r = \sqrt{\text{RMSE}_x^2 + \text{RMSE}_y^2}, \text{ then}$$

$$\text{RMSE}_r = \sqrt{2\text{RMSE}_x^2} = \sqrt{2\text{RMSE}_y^2} = 1.4142 \times \text{RMSE}_x = 1.4142 \times$$

$$\text{RMSE}_y = 1.4142 \times 15 = 21.21 \text{ cm}$$

also

$$\text{RMSE}_x \text{ or } \text{RMSE}_y = \frac{\text{RMSE}_r}{1.4142}$$

Then,

$$\text{Accuracy}_x = 2.4477 \left(\frac{\text{RMSE}_r}{1.4142} \right) = 1.7308(\text{RMSE}_r) = 1.7308(21.21 \text{ cm}) = 36.71 \text{ cm}$$

Example 6: Converting the vertical accuracy of an elevation dataset from the new ASPRS 2014 standard to the FGDC National Standard for Spatial Data Accuracy (NSSDA)

Given an elevation data set with a vertical accuracy of $\text{RMSE}_z = 10$ cm according to the new ASPRS 2014 standard, express the equivalent accuracy according to the FGDC National Standard for Spatial Data Accuracy (NSSDA), for the given dataset.

Solution:

According to NSSDA, the vertical accuracy of an elevation dataset is estimated at 95% confidence level according to the following formula:

$$\text{Vertical Accuracy at 95\% Confidence Level} = 1.9600(\text{RMSE}_z) = 1.9600(10) = 19.6 \text{ cm}$$

B.8 HORIZONTAL ACCURACY EXAMPLES FOR LIDAR DATA

As described in Section 7.5, the horizontal errors in lidar data are largely a function of GNSS positional error, INS angular error, and flying altitude. Therefore for a given project, if the radial horizontal positional error of the GNSS is assumed to be equal to 0.11314 m (based on 0.08 m in either X or Y), and the IMU error is 0.00427 degree in roll, pitch, and heading, the following table can be used to estimate the horizontal accuracy of lidar derived elevation data.

Table B.10 provides estimated horizontal errors, in terms of RMSE, in lidar elevation data as computed by the equation in section 7.5 for different flying altitudes above mean terrain.

Different lidar systems in the market have different specifications for the GNSS and IMU and therefore, the values in Table B.10 should be modified according to the equation in section 7.5.

TABLE B.10 EXPECTED HORIZONTAL ERRORS (RMSE_x) FOR LIDAR DATA IN TERMS OF FLYING ALTITUDE

Altitude (m)	Positional RMSE _x (cm)	Altitude (m)	Positional RMSE _x (cm)
500	13.1	3,000	41.6
1,000	17.5	3,500	48.0
1,500	23.0	4,000	54.5
2,000	29.0	4,500	61.1
2,500	35.2	5,000	67.6

B.9 ELEVATION DATA ACCURACY VERSUS ELEVATION DATA QUALITY

In aerial photography and photogrammetry, the accuracy of the individual points in a data set is largely dependent on the scale and resolution of the source imagery. Larger scale imagery, flown at a lower altitude, produces smaller GSDs and higher measurement accuracies (both vertical and horizontal). Users have quite naturally come to equate higher density imagery (smaller GSD or smaller pixel sizes) with higher accuracies and higher quality.

In airborne topographic lidar, this is not entirely the case. For many typical lidar collections, the maximum accuracy attainable, theoretically, is now limited by physical error budgets of the different components of the lidar system such as laser ranging, the GNSS, the IMU, and the encoder systems. Increasing the density of points does not change those factors. Beyond the physical error budget limitations, all data must also be properly controlled, calibrated, boresighted, and processed. Errors introduced during any of these steps will affect the accuracy of the data, regardless of how dense the data are. That said, high density lidar data are usually of higher *quality* than low density data, and the increased quality can manifest as *apparently* higher accuracy.

In order to accurately represent a complex surface, denser data are necessary to capture the surface details for accurate mapping of small linear features such as curbs and micro drainage features, for example. The use of denser data for complex surface representation does not make the individual lidar measurements any more accurate, but does improve the accuracy of the derived surface at locations between the lidar measurements (as each reach between points is shorter).

In vegetated areas, where many lidar pulses are fully reflected before reaching the ground, a higher density data set tends to be more accurate because more points will penetrate through vegetation to the ground. More ground points will result in less interpolation between points and improved surface definition because more characteristics of the actual ground surface are being measured, not interpolated. The use of more ground points is more critical in variable or complex surfaces, such as mountainous terrain, where generalized interpolation between points would not accurately model all of the changes in the surface.

Increased density may not improve the accuracy in flat, open terrain where interpolation between points would still adequately represent the ground surface. However, in areas where denser data may not be necessary to improve the vertical accuracy of data, a higher density data set may still improve the *quality* of the data by adding additional detail to the final surface model, by better detection of edges for breaklines, and by increasing the confidence of the relative accuracy in swath overlap areas through the reduction of interpolation existing within the data set. When lidar intensity is to be used in product derivation or algorithms, high collection density is always useful.

ANNEX C - ACCURACY TESTING AND REPORTING GUIDELINES (NORMATIVE)

When errors are normally distributed, accuracy testing can be performed with RMSE values, standard deviations, mean errors, maximum and minimum errors, and unit-less skew and kurtosis values. When errors are not normally distributed, alternative methods must be used. If the number of test points (checkpoints) is sufficient, testing and reporting can be performed using 95th percentile errors. A percentile rank is the percentage of errors that fall at or below a given value. Errors are visualized with histograms that show the pattern of errors relative to a normal error distribution.

The ability of RMSE, 95th percentile, or any other statistic to estimate accuracy at the 95% confidence level is largely dependent on the number and accuracy of the checkpoints used to test the accuracy of a data set being evaluated. Whereas 100 or more is a desirable number of checkpoints, that number of checkpoints may be impractical and unaffordable for many projects, especially small project areas.

C.1 CHECKPOINT REQUIREMENTS

Both the total number of points and spatial distribution of checkpoints play an important role in the accuracy evaluation of any geospatial data. Prior guidelines and accuracy standards typically specify the required number of checkpoints and, in some cases, the land-cover types, but defining and/or characterizing the spatial distribution of the points was not required. While characterizing the point distribution is not a simple process and no practical method is available at this time, characterizing the point distribution by some measure and, consequently, providing a quality number is undoubtedly both realistic and necessary. ASPRS encourages research into this topic, peer reviewed, and published in *Photogrammetric Engineering & Remote Sensing* for public testing and comment.

Until a quantitative characterization and specification of the spatial distribution of checkpoints across a project is developed, more general methods of determining an appropriate checkpoint distribution must be implemented. In the interim, this Annex provides general recommendations and guidelines related to the number of checkpoints, distribution across land cover types, and spatial distribution.

C.2 NUMBER OF CHECKPOINTS REQUIRED

Table C.1 lists ASPRS recommendations for the number of checkpoints to be used for vertical and horizontal accuracy testing of elevation data sets and for horizontal accuracy testing of digital orthoimagery and planimetric data sets.

Using metric units, ASPRS recommends 100 static vertical checkpoints for the first 2,500 square kilometer area within the project, which provides a statistically defensible number of samples on which to base a valid vertical accuracy assessment.

For horizontal testing of areas >2500 km², clients should determine the number of additional horizontal checkpoints, if any, based on criteria such as resolution of imagery and extent of urbanization.

For vertical testing of areas >2,500 km², add five additional vertical checkpoints for each additional 500 km² area. Each additional set of five vertical checkpoints for 500 km² would include three checkpoints for NVA and two for VVA. The recommended number and distribution of NVA and VVA checkpoints may vary depending on the importance of different land cover categories and client requirements.

C.3 DISTRIBUTION OF VERTICAL CHECKPOINTS ACROSS LAND COVER TYPES

In contrast to the recommendations in Table C.1, both the 2003 and the current FEMA guidelines reference the five general land cover types, and specify a minimum of 20 checkpoints in each of three to five land cover categories as they exist within the project area, for a total of 60 to 100 checkpoints. Under the current FEMA guidelines, this quantity applies to each 5,180 square kilometer (2000 square mile) area, or partial area, within the project.

ASPRS recognizes that some project areas are primarily non-vegetated, whereas other areas are primarily vegetated. For these reasons, the distribution of checkpoints can vary based on the general proportion of vegetated and non-vegetated area in the project. Checkpoints should be distributed generally proportionally among the various vegetated land cover types in the project.

TABLE C.1 RECOMMENDED NUMBER OF CHECKPOINTS BASED ON AREA

Project Area (Square Kilometers)	Horizontal Accuracy Testing of Orthoimagery and Planimetrics	Vertical and Horizontal Accuracy Testing of Elevation Data sets		
	Total Number of Static 2D/3D Checkpoints (clearly-defined points)	Number of Static 3D Checkpoints in NVA ^a	Number of Static 3D Checkpoints in VVA	Total Number of Static 3D Checkpoints
≤500	20	20	5	25
501-750	25	20	10	30
751-1000	30	25	15	40
1001-1250	35	30	20	50
1251-1500	40	35	25	60
1501-1750	45	40	30	70
1751-2000	50	45	35	80
2001-2250	55	50	40	90
2251-2500	60	55	45	100

^aAlthough vertical check points are normally not well defined, where feasible, the horizontal accuracy of lidar data sets should be tested by surveying approximately half of all NVA check points at the ends of paint stripes or other point features that are visible and can be measured on lidar intensity returns.

C.4 NSSDA METHODOLOGY FOR CHECKPOINT DISTRIBUTION (HORIZONTAL AND VERTICAL TESTING)

The NSSDA offers a method that can be applied to projects that are generally rectangular in shape and are largely non-vegetated. These methods do not apply to the irregular shapes of many projects or to most vegetated land cover types. The NSSDA specifies the following:

"Due to the diversity of user requirements for digital geospatial data and maps, it is not realistic to include statements in this standard that specify the spatial distribution of checkpoints. Data and/or map producers must determine checkpoint locations.

Checkpoints may be distributed more densely in the vicinity of important features and more sparsely in areas that are of little or no interest. When data exist for only a portion of the data set, confine test points to that area. When the distribution of error is likely to be nonrandom, it may be desirable to locate checkpoints to correspond to the error distribution.

For a data set covering a rectangular area that is believed to have uniform positional accuracy, checkpoints may be distributed so that points are spaced at intervals of at least 10% of the diagonal distance across the data set and at least 20% of the points are located in each quadrant of the data set. (FGDC, 1998)¹⁰

ASPRS recommends that, where appropriate and to the highest degree possible, the NSSDA method be applied to the project and incorporated land cover type areas. In some areas, access restrictions may prevent the desired spatial distribution of checkpoints across land cover types; difficult terrain and transportation limitations may make some land cover type areas practically inaccessible. Where it is not geometrically or practically applicable to strictly apply the NSSDA method, data vendors should use their best professional judgment to apply the spirit of that method in selecting locations for checkpoints.

Clearly, the recommendations in Sections C.1 through C.3 offer a good deal of discretion in the location and distribution of checkpoints, and this is intentional. It would not be worthwhile to locate 50 vegetated checkpoints in a fully urbanized county such as Orange County, California; 80 non-vegetated checkpoints might be more appropriate. Likewise, projects in areas that are overwhelmingly forested with only a few small towns might support only 20 non-vegetated checkpoints. The general location and distribution of checkpoints should be discussed between and agreed upon by the vendor and customer as part of the project plan.

C.5 VERTICAL CHECKPOINT ACCURACY

Vertical checkpoints need not be clearly-defined point features. Kinematic checkpoints (surveyed from a moving platform), which are less accurate than static checkpoints, can be used in any quantity as supplemental data, but the core accuracy assessment must be based on static surveys, consistent with NOAA Technical Memorandum NOS

NGS-58, *Guidelines for Establishing GPS-Derived Ellipsoid Heights* (Standards: 2 cm and 5 cm), or equivalent. NGS-58 establishes ellipsoid height accuracies of 5 cm at the 95% confidence level for network accuracies relative to the geodetic network, as well as ellipsoid height accuracies of 2 cm and 5 cm at the 95% confidence level for accuracies relative to local control.

As with horizontal accuracy testing, vertical checkpoints should be three times more accurate than the required accuracy of the elevation data set being tested.

C.6 TESTING AND REPORTING OF HORIZONTAL ACCURACIES

When errors are normally distributed and the mean is small, ASPRS endorses the NSSDA procedures for testing and reporting the horizontal accuracy of digital geospatial data. The NSSDA methodology applies to most digital orthoimagery and planimetric data sets where systematic errors and bias have been appropriately removed. Accuracy statistics and examples are outlined in more detail in Annex D.

Elevation data sets do not always contain the type of well-defined points that are required for horizontal testing to NSSDA specifications. Specific methods for testing and verifying horizontal accuracies of elevation data sets depend on technology used and project design.

For horizontal accuracy testing of lidar data sets, at least half of the NVA vertical checkpoints should be located at the ends of paint stripes or other point features visible on the lidar intensity image, allowing them to double as horizontal checkpoints. The ends of paint stripes on concrete or asphalt surfaces are normally visible on lidar intensity images, as are 90-degree corners of different reflectivity, e.g., a sidewalk corner adjoining a grass surface. The data provider has the responsibility to establish appropriate methodologies, applicable to the technologies used, to verify that horizontal accuracies meet the stated requirements.

The specific testing methodology used should be identified in the metadata.

C.7 TESTING AND REPORTING OF VERTICAL ACCURACIES

For testing and reporting the vertical accuracy of digital elevation data, ASPRS endorses the *NDEP Guidelines for Digital Elevation Data*, with slight modifications from FVA, SVA, and CVA procedures. This ASPRS standard reports the Non-vegetated Vertical Accuracy (NVA) at the 95% confidence level in all non-vegetated land cover categories combined and reports the Vegetated Vertical Accuracy (VVA) at the 95th percentile in all vegetated land cover categories combined.

If the vertical errors are normally distributed, the sample size sufficiently large, and the mean error is sufficiently small, ASPRS endorses NSSDA and NDEP methodologies for approximating vertical accuracies at the 95% confidence level, which applies to NVA checkpoints in all open terrain (bare soil, sand, rocks, and short grass) as well as urban terrain (asphalt and concrete surfaces) land cover categories.

In contrast, VVA is computed by using the 95th percentile of the absolute value of all elevation errors in all vegetated land cover categories combined, to include tall weeds and crops, brush lands, and lightly-to fully-forested land cover categories. By testing and reporting the VVA separate from the NVA, ASPRS draws a clear distinction between non-vegetated terrain where errors typically follow a normal

¹⁰ Federal Geographic Data Committee. (1998). FGDC-STD-007.3-1998, *Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy*. FGDC, c/o U.S. Geological Survey, www.fgdc.gov/standards/documents/standards/accuracy/chapter3

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distribution suitable for RMSE statistical analyses, and vegetated terrain where errors do not necessarily follow a normal distribution and where the 95th percentile value more fairly estimates vertical accuracy at a 95% confidence level.

C.8 LOW CONFIDENCE AREAS

For stereo-compiled elevation data sets, photogrammetrists should capture two-dimensional closed polygons for "low confidence areas" where the bare-earth DTM may not meet the overall data accuracy requirements. Because photogrammetrists cannot see the ground in stereo beneath dense vegetation, in deep shadows or where the imagery is otherwise obscured, reliable data cannot be collected in those areas. Traditionally, contours within these obscured areas would be published as dashed contour lines. A compiler should make the determination as to whether the data being digitized is within NVA and VVA accuracies or not; areas not delineated by an obscure area polygon are presumed to meet accuracy standards. The extent of photogrammetrically derived obscure area polygons and any assumptions regarding how NVA and VVA accuracies apply to the photogrammetric data set must be clearly documented in the metadata.

Low confidence areas also occur with lidar and IFSAR where heavy vegetation causes poor penetration of the lidar pulse or radar signal. Although costs will be slightly higher, ASPRS recommends that "low confidence areas" for lidar be required and delivered as two-dimensional (2D) polygons based on the following four criteria:

1. Nominal ground point density (NGPD);
2. Cell size for the raster analysis;
3. Search radius to determine average ground point densities; and
4. Minimum size area appropriate to aggregate ground point densities and show a generalized low confidence area (minimum mapping unit).

This approach describes a raster-based analysis where the raster cell size is equal to the Search Radius listed for each Vertical Data Accuracy Class. Raster results are to be converted into polygons for delivery.

This section describes possible methods for the collection or delineation of low confidence areas in elevation data sets being created using two common paradigms. Other methodologies currently exist, and additional techniques will certainly emerge in the future. The data producer may use any method they deem suitable provided the detailed technique is clearly documented in the metadata.

Table C.2 lists the values for the above low confidence area criteria that apply to each vertical accuracy class.

Low confidence criteria and the values in Table C.2 are based on the following assumptions:

- **Ground Point Density:** Areas with ground point densities less than or equal to $\frac{1}{4}$ of the recommended nominal pulse density (pulse per square meter) or twice the nominal pulse spacing are candidates for Low Confidence Areas. For example: a specification requires an NPS of 1 meter (or an NPD of 1 pps/m) but the elevation data in some areas resulted in a nominal ground point density of 0.25 point per square meter (nominal ground point spacing of 2 meters). Such areas are good candidate for "low confidence" areas.
- **Raster Analysis Cell Size:** Because the analysis of ground point density will most likely be raster based, the cell size at which the analysis will be performed needs to be specified. The recommendation is that the cell size equals the search radius.
- **Search Radius for Computing Point Densities:** Because point data are being assessed, an area must be specified in order to compute the average point density within this area. The standards recommend a search area with a radius equal to $3 * \text{NPS}$ (not the Low Confidence NGPS). This distance is small enough to allow good definition of low density areas while not being so small as to cause the project to look worse than it really is.
- **Minimum Size for Low Confidence Polygons:** The areas computed with low densities should be aggregated together. Unless specifically requested by clients, structures/buildings and water should be removed from the aggregated low density polygons as these features are not true Low Confidence.

Aggregated polygons greater than or equal to the stated minimum size as provided in Table C.2 should be kept and defined as Low Confidence Polygons. In certain cases, too small an area will "checker board" the Low Confidence Areas; in other cases too large an area will not adequately define Low Confidence Area polygons. These determinations should be a function of the topography, land cover, and final use of the maps.

Acres should be used as the unit of measurement for the Low Confidence Area polygons as many agencies (USGS, NOAA, USACE, etc.) use acres as the mapping unit for required polygon collection. Approximate square meter equivalents are provided for those whose work is exclusively in the metric system. Smoothing algorithms could be applied to the Low Confidence Polygons, if desired.

TABLE C.2 LOW CONFIDENCE AREAS

Vertical Accuracy Class	Recommended Project Min NPD (pts/m ²) (Max NPS (m))	Recommended Low Confidence Min NGPD (pts/m ²) (Max NGPS (m))	Search Radius and Cell Size for Computing NGPD (m)	Low Confidence Polygons Min Area (acres (m ²))
1-cm	20 (0.22)	5 (0.45)	0.67	0.5 (2,000)
2.5-cm	16 (0.25)	4 (0.50)	0.75	1 (4,000)
5-cm	8 (0.35)	2 (0.71)	1.06	2 (8,000)
10-cm	2 (0.71)	0.5 (1.41)	2.12	5 (20,000)
15-cm	1 (1.0)	0.25 (2.0)	3.00	5 (20,000)
20-cm	0.5 (1.4)	0.125 (2.8)	4.24	5 (20,000)
33.3-cm	0.25 (2.0)	0.0625 (4.0)	6.0	10 (40,000)
66.7-cm	0.1 (3.2)	0.025 (6.3)	9.5	15 (60,000)
100-cm	0.05 (4.5)	0.0125 (8.9)	13.4	20 (80,000)
333.3-cm	0.01 (10.0)	0.0025 (20.0)	30.0	25 (100,000)

There are two distinctly different types of low confidence areas:

- The first types of low confidence areas are identified by the data producer - *in advance* - where passable identification of the bare earth is expected to be unlikely or impossible. These are areas where no control or checkpoints should be located and where contours, if produced, should be dashed. They are exempt from accuracy assessment. Mangroves, swamps, and inundated wetland marshes are prime candidates for such advance delineation.
- The second types of low confidence areas are valid VVA areas, normally forests that should also be depicted with dashed contours, but where checkpoints *should* be surveyed and accuracy assessment *should* be performed. Such low confidence areas are delineated subsequent to classification and would usually be identifiable by the notably reduced density of bare-earth points.

Providing Low Confidence Area polygons allows lidar data providers to protect themselves from unusable/unfair checkpoints in swamps and protects the customer from data providers who might try to alter their data.

If reliable elevation data in low confidence areas is critical to a project, it is common practice to supplement the remote sensing data with field surveys.

C.9 ERRONEOUS CHECKPOINTS

Occasionally, a checkpoint may be erroneous or inappropriate for use at no fault of the lidar survey. Such a point may be removed from the accuracy assessment calculation:

- if it is demonstrated, with pictures and descriptions, that the checkpoint was improperly located, such as when a vertical checkpoint is on steep terrain or within a few meters of a significant breakline that redefines the slope of the area being interpolated surrounding the checkpoint;
- if it is demonstrated and documented that the topography has changed significantly between the time the elevation data were acquired and the time the checkpoint was surveyed; or
- if (a) the point is included in the survey and accuracy reports, but not the assessment calculation, with pictures and descriptions; (b) reasonable efforts to correct the discrepancy are documented, e.g., rechecked airborne GNSS and IMU data, rechecked point classifications in the area, rechecked the ground checkpoints; and (c) a defensible explanation is provided in the accuracy report for discarding the point.
- An explanation that the error exceeds three times the standard deviation ($>3 \cdot s$) is NOT a defensible explanation.

C.10 RELATIVE ACCURACY COMPARISON POINT LOCATION AND CRITERIA FOR LIDAR SWATH-TO-SWATH ACCURACY ASSESSMENT

To the greatest degree possible, relative accuracy testing locations should meet the following criteria:

1. include all overlap areas (sidelap, endlap, and crossflights);
2. be evenly distributed throughout the full width and length of each overlap area;
3. be located in non-vegetated areas (clear and open terrain and urban areas);
4. be at least 3 meters away from any vertical artifact or abrupt change in elevation;

5. be on uniform slopes; and,
6. be within the geometrically reliable portion of both swaths (excluding the extreme edge points of the swaths). For lidar sensors with zigzag scanning patterns from oscillating mirrors, the geometrically reliable portion excludes about 5% (2.5 % on either side); lidar sensors with circular or elliptical scanning patterns are generally reliable throughout.

While the RMSD, value may be calculated from a set of specific test location points, the Maximum Difference requirement is not limited to these locations; it applies to all locations within the entire data set that meet the above criteria.

C.11 INTERPOLATION OF ELEVATION REPRESENTED SURFACE FOR CHECKPOINT COMPARISONS

The represented surface of an elevation data set is normally a TIN (Plate C.1) or a raster DEM (Plate C.1).

Vertical accuracy testing is accomplished by comparing the elevation of the represented surface of the elevation data set to elevations of checkpoints at the horizontal (x/y) coordinates of the checkpoints. The data set surface is most commonly represented by a TIN or raster DEM.

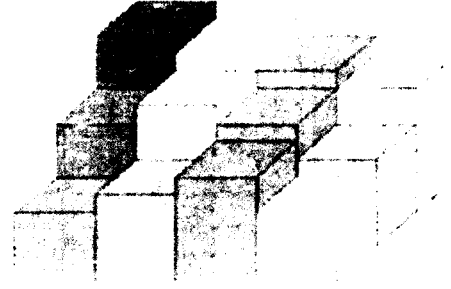
Vertical accuracy of point-based elevation datasets should be tested by creating a TIN from the point based elevation dataset and comparing the TIN elevations to the checkpoint elevations. TINs should be used to test the vertical accuracy of point based elevation datasets because it is unlikely a checkpoint will be located at the location of a discrete elevation point. The TIN methodology is the most commonly used method used for interpolating elevations from irregularly spaced point data. Other potentially more accurate methods of interpolation exist and could be addressed by future versions of this standard as they become more commonly used and accepted.

Vertical accuracy of raster DEMs should be tested by comparing the elevation of the DEM, which is already a continuous surface, to the checkpoint elevations. For most DEM datasets, it is recommended that the elevation of the DEM is determined by extracting the elevation of the pixel that contains the x/y coordinates of the checkpoint. However, in some instances, such as when the DEM being tested is at a lower resolution typical of global datasets or when the truth data has an area footprint associated with it rather than a single x/y coordinate, it may be better to use interpolation methods to determine the elevation of the DEM dataset. Vendors should seek approval from clients if methods other than extraction are to be used to determine elevation values of the DEM dataset. Vertical accuracy testing methods listed in metadata and reports should state if elevation values were extracted from the tested dataset at the x/y location of the checkpoints or if further interpolation was used after the creation of the tested surface (TIN or raster) to determine the elevation of the tested dataset. If further interpolation was used, the interpolation method and full process used should be detailed accordingly.



Represented as a TIN

Plate C.1. Topographic Surface



Represented as a Raster DEM

ANNEX D — ACCURACY STATISTICS AND EXAMPLE (NORMATIVE)

D.1 NSSDA REPORTING ACCURACY STATISTICS

The National Standard for Spatial Data Accuracy (NSSDA) documents the equations for computation of $RMSE_x$, $RMSE_y$, $RMSE_z$, and $RMSE_r$, as well as horizontal (radial) and vertical accuracies at the 95% confidence levels, $Accuracy_h$ and $Accuracy_v$, respectively. These statistics assume that errors approximate a normal error distribution and that the mean error is small relative to the target accuracy.

Example on the NSSDA Accuracy Computations:

For the purposes of demonstration, suppose you have five checkpoints to verify the final horizontal and vertical accuracy for a data set (normally a minimum of 20 points would be needed). Table D.1 provides the map-derived coordinates and the surveyed coordinates for the five points. The table also shows the computed accuracy and other necessary statistics. In this abbreviated example, the data are intended to meet a horizontal accuracy class with a maximum $RMSE_x$ and $RMSE_y$ of 15 cm and the 10 cm vertical accuracy class.

Computation of Mean Errors in x/y/z:

$$\bar{x} = \frac{1}{(n)} \sum_{i=1}^n x_i$$

where:

x_i is the i^{th} error in the specified direction

n is the number of checkpoints tested.

i is an integer ranging from 1 to n .

Mean error in Easting:

$$\bar{x} = \frac{-0.140 - 0.100 + 0.017 - 0.070 + 0.130}{5} = -0.033\text{m}$$

Mean error in Northing:

$$\bar{y} = \frac{-0.070 - 0.100 - 0.070 + 0.150 + 0.120}{5} = 0.006\text{m}$$

Mean error in Elevation:

$$\bar{z} = \frac{-0.070 + 0.010 + 0.102 - 0.100 + 0.087}{5} = 0.006\text{m}$$

TABLE D.1 NSSDA ACCURACY STATISTICS FOR EXAMPLE DATA SET WITH 3D COORDINATES

Point ID	Map-derived values			Survey Check Point Values			Residuals (Errors)		
	Easting (E) meters	Northing (N) meters	Elevation (H) meters	Easting (E) meters	Northing (N) meters	Elevation (H) meters	Δx Easting (E) meters	Δy Northing (N) meters	Δz Elevation (H) meters
GCP1	359584.394	5142449.934	477.127	359584.534	5142450.004	477.198	-0.140	-0.070	-0.071
GCP2	359872.190	5147939.180	412.406	359872.290	5147939.280	412.396	-0.100	-0.100	0.010
GCP3	395893.089	5136979.824	487.292	359893.072	5136979.894	487.190	0.017	-0.070	0.102
GCP4	359927.194	5151084.129	393.591	359927.264	5151083.979	393.691	-0.070	0.150	-0.100
GCP5	372737.074	5151675.999	451.305	372736.944	5151675.879	451.218	0.130	0.120	0.087
Number of check points							5	5	5
Mean Error (m)							-0.033	0.006	0.006
Standard Deviation (m)							0.108	0.119	0.006
RMSE (m)							0.102	0.106	0.081
RMSEr (m)							0.147	$=\text{SQRT}(\text{RMSE}_x^2 + \text{RMSE}_y^2)$	
NSSDA Horizontal Accuracy, (ACC _h) at 95% Confidence Level							0.255	$=\text{RMSE}_r \times 1.7308$	
NSSDA Vertical Accuracy, (ACC _v) at 95% Confidence Level							0.160	$=\text{RMSE}_z \times 1.9600$	

Computation of Sample Standard Deviation:

$$s_x = \sqrt{\frac{1}{(n-1)} \sum_{i=1}^n (x_i - \bar{x})^2}$$

where:

x_i is the i^{th} error in the specified direction,

\bar{x} is the mean error in the specified direction,

n is the number of checkpoints tested,

i is an integer ranging from 1 to n .

Sample Standard Deviation in Easting:

$$s_x = \sqrt{\frac{(-0.140 - (-0.033))^2 + (-0.100 - (-0.033))^2 + (0.017 - (-0.033))^2 + (-0.070 - (-0.033))^2 + (0.130 - (-0.033))^2}{(5-1)}} = 0.108\text{m}$$

Sample Standard Deviation in Northing:

$$s_y = \sqrt{\frac{(-0.070 - 0.006)^2 + (-0.100 - 0.006)^2 + (-0.070 - 0.006)^2 + (0.150 - 0.006)^2 + (0.120 - 0.006)^2}{(5-1)}} = 0.119\text{m}$$

Sample Standard Deviation in Elevation:

$$s_z = \sqrt{\frac{(-0.071 - 0.006)^2 + (0.010 - 0.006)^2 + (0.102 - 0.006)^2 + (-0.100 - 0.006)^2 + (0.087 - 0.006)^2}{(5-1)}} = 0.091\text{m}$$

Computation of Root Mean Squares Error:

$$RMSE_x = \sqrt{\frac{1}{n} \sum_{i=1}^n (x_{i(\text{map})} - x_{i(\text{surveyed})})^2}$$

where:

$x_{i(\text{map})}$ is the coordinate in the specified direction of the i^{th} checkpoint in the data set,

$x_{i(\text{surveyed})}$ is the coordinate in the specified direction of the i^{th} checkpoint in the independent source of higher accuracy,

n is the number of checkpoints tested,

i is an integer ranging from 1 to n .

$$RMSE_x = \sqrt{\frac{(-0.140)^2 + (-0.100)^2 + (0.017)^2 + (-0.070)^2 + (0.130)^2}{5}} = 0.102\text{m}$$

$$RMSE_y = \sqrt{\frac{(-0.070)^2 + (-0.100)^2 + (-0.070)^2 + (0.150)^2 + (0.120)^2}{5}} = 0.107\text{m}$$

$$RMSE_z = \sqrt{\frac{(-0.071)^2 + (0.010)^2 + (0.102)^2 + (-0.100)^2 + (0.087)^2}{5}} = 0.081\text{m}$$

$$RMSE_r = \sqrt{RMSE_x^2 + RMSE_y^2 + RMSE_z^2}$$

Computation of NSSDA Accuracy at 95% Confidence Level:

(Note: There are no significant systematic biases in the measurements. The mean errors are all smaller than 25% of the specified RMSE in Northing, Easting, and Elevation.)

Positional Horizontal Accuracy at 95% Confidence Level:

$$2.4477 \left(\frac{RMSE_r}{1.4142} \right) = 1.7308(RMSE_r) = 1.7308(0.148) = 0.255\text{m}$$

Vertical Accuracy at 95% Confidence Level =

$$1.9600(RMSE_z) = 1.9600(0.081) = 0.160\text{m}$$

$$\sqrt{((0.102)^2 + (0.107)^2)} = 0.148\text{m}$$

D.2 COMPARISON WITH NDEP VERTICAL ACCURACY STATISTICS

Whereas the NSSDA assumes that systematic errors have been eliminated as best as possible and that all remaining errors are random errors that follow a normal distribution, the ASPRS standard recognizes that elevation errors, especially in dense vegetation, do not necessarily follow a normal error distribution, as demonstrated by the error histogram of 100 checkpoints at Figure D.1 used as an example elevation data set for this Annex.

In vegetated land cover categories, the ASPRS standard (based on NDEP vertical accuracy statistics) uses the 95th percentile errors because a single outlier, when squared in the RMSE calculation, will unfairly distort the tested vertical accuracy statistic at the 95% confidence level. Unless errors can be found in the surveyed checkpoint, or the location of the checkpoint does not comply with ASPRS guidelines for location of vertical checkpoints, such outliers should not be discarded. Instead, such outliers should be included in the calculation of the 95th percentile because: (a) the outliers help identify legitimate issues in mapping the bare-earth terrain in dense vegetation, and (b) the 95th percentile, by definition, identifies that 95% of errors in the data set have errors with respect to true ground elevation that are equal to or smaller than the 95th percentile - the goal of the NSSDA.

Example Elevation Data set

Figure D.1, plus Tables D.2 and D.3, refer to an actual elevation data set tested by prior methods compared to the current ASPRS standard.

Plate D.1 shows an actual error histogram resulting from 100 checkpoints, 20 each in five land cover categories: (1) open terrain, (2) urban terrain, concrete and asphalt, (3) tall weeds and crops, (4) brush lands and trees, and (5) fully forested. In this lidar example, the smaller outlier of 49 cm is in tall weeds and crops, and the larger outlier of 70 cm is in the fully forested land cover category. The remaining 98 elevation error values appear to approximate a normal error distribution with a mean error close to zero; therefore, the sample standard deviation and RMSE values are nearly identical. When mean errors are not close to zero, the sample standard deviation values will normally be smaller than the RMSE values.

Without considering the 95th percentile errors, traditional accuracy statistics, which preceded these ASPRS *Positional Accuracy Standards for Digital Geospatial Data*, would be as shown in Table D.2. Note that the maximum error, skewness (γ_1), kurtosis (γ_2), standard deviation and RMSE, values are somewhat higher for weeds and crops because of the 49 cm outlier, and they are much higher for the fully forested land cover category because of the 70 cm outlier.

Exhibit "D"

The ASPRS standards listed in Table 7.5 define two new terms: Non-vegetated Vertical Accuracy (NVA) based on RMSE_z statistics and Vegetated Vertical Accuracy (VVA) based on 95th percentile statistics. The NVA consolidates the NDEP's non-vegetated land cover categories (open terrain and urban terrain, in this example), whereas the VVA consolidates the NDEP's vegetated land cover categories (weeds and crops, brush lands, and fully forested, in this example). Table D.3 shows ASPRS statistics and reporting methods compared to both NSSDA and NDEP.

D.3 COMPUTATION OF PERCENTILE

There are different approaches to determining percentile ranks and associated values. This standard recommends the use of the following equations for computing percentile rank and percentile as the most appropriate for estimating the Vegetated Vertical Accuracy.

Note that percentile calculations are based on the absolute values of the errors, as it is the magnitude of the errors, not the sign, that is of concern.

TABLE D.2 TRADITIONAL ERROR STATISTICS FOR EXAMPLE ELEVATION DATA SET

Land Cover Category	# of Checkpoints	Min (m)	Max (m)	Mean (m)	Mean Absolute (m)	Median (m)	γ_1	γ_2	s (m)	RMSE _z (m)
Open Terrain	20	-0.10	0.08	-0.02	0.04	0.00	-0.19	-0.64	0.05	0.05
Urban Terrain	20	-0.15	0.11	0.01	0.06	0.02	-0.84	0.22	0.07	0.07
Weeds & Crops	20	-0.13	0.49	0.02	0.08	-0.01	2.68	9.43	0.13	0.13
Brush Lands	20	-0.10	0.17	0.04	0.06	0.04	-0.18	-0.31	0.07	0.08
Fully Forested	20	-0.13	0.70	0.03	0.10	0.00	3.08	11.46	0.18	0.17
Consolidated	100	-0.15	0.70	0.02	0.07	0.01	3.18	17.12	0.11	0.11

TABLE D.3 COMPARISON OF NSSDA, NDEP, AND ASPRS STATISTICS FOR EXAMPLE ELEVATION DATA SET

Land Cover Category	NSSDA Accuracy at 95% confidence level based on RMSE _z * 1.9600 (m)	NDEP FVA, plus SVAs and CVA based on the 95 th Percentile (m)	NDEP Accuracy Term	ASPRS Vertical Accuracy (m)	ASPRS Accuracy Term
Open Terrain	0.10	0.10	FVA	0.12	NVA
Urban Terrain	0.14	0.13	SVA		
Weeds & Crops	0.25	0.15	SVA	0.167	VVA
Brush Lands	0.16	0.14	SVA		
Fully Forested	0.33	0.21	SVA		
Consolidated	0.22	0.13	CVA	N/A	N/A

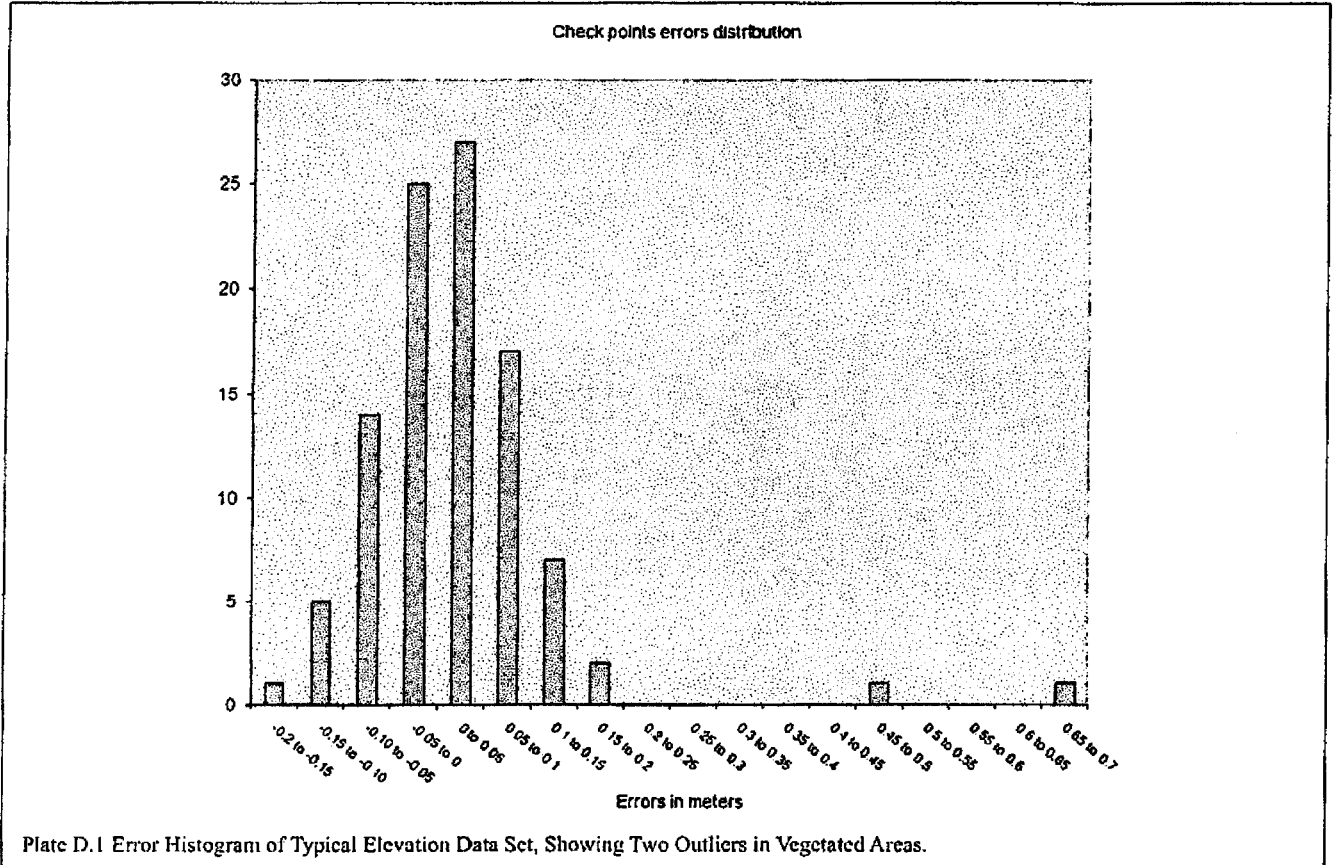


Exhibit "D"

The percentile rank (n) is first calculated for the desired percentile using the following equation:

$$n = \left(\left(\left(\frac{P}{100} \right) * (N - 1) \right) + 1 \right)$$

where: n is the rank of the observation that contains the P^{th} percentile, P is the proportion (of 100) at which the percentile is desired (e.g., 95 for 95th percentile), and N is the number of observations in the sample data set.

Once the rank of the observation is determined, the percentile (Q_p) can then be interpolated from the upper and lower observations using the following equation:

$$Q_p = \left(A[n_w] + (n_d * (A[n_w + 1] - A[n_w])) \right)$$

where: Q_p is the P^{th} percentile; the value at rank n , A is an array of the absolute values of the samples, indexed in ascending order from 1 to N , $A[i]$ is the sample value of array A at index i (e.g., n_w or n_d) - i must be an integer between 1 and $N - n$ is the rank of the observation that contains the P^{th} percentile, n_w is the whole number component of n (e.g., 3 of 3.14), and n_d is the decimal component of n (e.g., 0.14 of 3.14).

Example:

Given a sample data set $\{X_1, X_2, \dots, X_N\} =$

$\{7, -33, -9, 5, -16, 22, 36, 37, 39, -11, 45, 28, 45, 19, -46, 10, 48, 44, 51, -27\}$

($N = 20$),

calculate the 95th percentile ($P = 95$):

Step 1: Take the absolute value of each observation:

$\{7, 33, 9, 5, 16, 22, 36, 37, 39, 11, 45, 28, 45, 19, 46, 10, 48, 44, 51, 27\}$

Step 2: Sort the absolute values in ascending order:

$A = \{5, 7, 9, 10, 11, 16, 19, 22, 27, 28, 33, 36, 37, 39, 44, 45, 45, 46, 48, 51\}$

Step 3: Compute the percentile rank n for $P=95$:

$$n = \left(\left(\left(\frac{P}{100} \right) * (N - 1) \right) + 1 \right) = \left(\left(\left(\frac{95}{100} \right) * (20 - 1) \right) + 1 \right) = 19.05$$

The 95th percentile rank (n) of the sample data set is 19.05

Step 4: Compute the percentile value Q_p by interpolating between observations 19 and 20:

$$Q_p = \left(A[n_w] + (n_d * (A[n_w + 1] - A[n_w])) \right) = (48 + (0.05 * (51 - 48))) = 48.15$$

The 95th percentile (Q_p) of the sample data set is 48.15.

RESOLUTION NO.22-16

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JKC ENGINEERING, FOR DESIGN SERVICES FOR THE 2022 CASPER REGIONAL LANDFILL SURVEY, PROJECT NO. 22-001.

WHEREAS, the City of Casper desires to secure an Engineering and Surveying firm to provide aerial and topographic surveys for the 2022 Casper Regional Landfill Survey, Project No. 22-001; and,

WHEREAS, JKC Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with JKC Engineering, in the amount of Forty Thousand Eight Hundred and 00/100 Dollars (\$40,800.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Forty Thousand Eight Hundred and 00/100 Dollars (\$40,800.00).

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

APPROVED AS TO FORM:




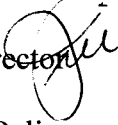
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

January 27, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, CPA, Financial Services Director 
SUBJECT: Amendment of Statement of Investment Policy

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Resolution

Recommendation

That Council, by resolution, amend the City of Casper Statement of Investment Policy.

Summary

On September 21, 2021, the City Council appointed 3 members to the Investment Advisory Committee with their purpose to assist the City of Casper governing body with all investment-related matters. The committee has been developing strategy relative to the City's primary investment objectives identified as legality; safety; liquidity and return on investment.

The Statement of Investment Policy has not been updated since April 7, 2009. While the City's investment objectives have not changed, nor have the statutorily approved investments; there have been regulatory changes which make some of the portions of the policy outdated.

In 2020, the Financial Services Director developed Financial Administrative Guidelines in addition to updating purchasing and accounting policies. The revision to the investment policy was delayed until Investment Advisory Committee members were appointed. The members for this committee were appointed in September of 2021.

The recommended amendments, by section of the Policy are:

- Overall the new policy has been revised to fit into an updated financial policy format developed by the Financial Services Director in 2020.
- Finance is no longer a part of Administrative Services so any references to the Administrative Services Director is replaced by the Financial Services Director.
- Section I Scope and Section II Prudence have been combined into Section I Purpose and Scope.

- Section IV Delegation of Authority, Section V Ethics and Conflicts of Interest and VI Authorized Financial Dealers and Institutions have been combined into Section III Management Responsibilities.
- Section VIII Investment Mix - in order to give maximum flexibility of types of investments based on the investment account's purpose, the investment mix has been removed from the policy but will be reviewed in the investment reporting by the Financial Services Director, Investment Advisory Committee, the Finance Committee and the City Council.
- Section IX Collateralization – the collateralization level is not defined in statute for certificates of deposit. Statute does define the collateralization level of repurchase agreements. The committee felt the repurchase agreement collateralization level of 102% was sufficient for certificates of deposit and would allow more competition from smaller regional banks.
- Section X Risk Control Parameters and Section XI Portfolio Benchmarks- in order to give maximum flexibility of types of investments based on the investment account's purpose, these sections have been removed from the policy but will be reviewed in the investment reporting by the Financial Services Director, Investment Advisory Committee, the Finance Committee and the City Council.
- Section XII Reporting and XIII Internal Controls have been combined into Section VI Reporting and Internal Controls.
- XIV Safeguarding of Securities – This section removes the requirement for the broker/dealer and the custodian to be separate entities. The new section VII Safeguarding of Securities allows the broker/dealer and the custodian to be the same organization however the broker/dealer/custodian must carry a minimum of \$100 million in insurance and must either have a custodian agreement or be an SEC qualified custodian to protect the City from loss. By allowing a single broker/dealer/custodian, with the listed safeguards in place, the expectation is a reduction in fees.

A resolution has been prepared for Council's consideration.

Financial Considerations

None.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution

Statement of Investment Policy, Revision 5

City of Casper Administrative Policy	
Policy Number: ACCT-30	Subject: Statement of Investment Policy
Effective: 2/1/2022	
Supersedes: City of Casper Investment Policy, Amendment 4, Dated April 7, 2009	Category: Finance

I. Purpose and Scope

To invest public funds in a manner which will provide the highest investment return within the constraints of prudent security while meeting the daily cash flow demands of the City and conforming to Wyoming State Law governing the investment of public funds. This policy applies to all financial assets of the City of Casper.

Under all circumstances the "prudent person" standard shall be applied in the context of managing the City's overall portfolio. Investments shall be made with judgment and care, which persons of prudence and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the safety of their capital, as well as, the probable income to be derived.

Those individuals who are assigned to manage the City's portfolio, and who are acting in accordance with written procedures and the investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

II. Objectives

The primary objectives, in priority order, of the City of Casper's investment activities shall be:

1. **Legality:** All investments held will be in accordance with Wyoming State Statutes.
2. **Safety:** Safety of the principal is the primary objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to minimize risk.
3. **Liquidity:** The City of Casper's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4. Return on Investment: The investment portfolio shall be designed to attain a prudent rate of return throughout economic cycles, considering the City's legal constraints, risk constraints, and the cash flow needs of the organization.

III. Management Responsibility

Management responsibility for the investment program is delegated to the Financial Services Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, wire transfers, and banking service and collateral/depository contract. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Financial Services Director. The Financial Services Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or could impair their ability to make impartial investment decisions. Investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within our community, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's investment portfolio.

The Financial Services Director shall maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified public depository as established by Wyoming law. City investment may be placed with those Broker/Dealers that have been qualified under the auspices of this policy as long as their cumulative transaction do not exceed an amount greater than 50% of the portfolio. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Financial Services Director with the following.

1. Audited Financial Statements
2. Proof of National Association of Security Dealers certification
3. Proof of Wyoming Registration
4. Certification of having read the City of Casper's Investment Policy and Banking Contract

A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City invests.

Investments will consist of taxpayer funds of the citizens of Casper, Wyoming; therefore, a preference for local financial institutions and broker/dealers will be considered.

IV. Authorized & Suitable Investments

The City of Casper is empowered by Wyoming Statute 9-4-831 to invest in specific types of securities.

A. Liquid Cash Portfolio

- Deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions in accordance with W.S. 9-4-817.
- Repurchase agreements involving securities in accordance with W.S. 9-4-831 (a)(iii).
- Certificate of Deposits in financial institutions located within the State of Wyoming to the extent that they are fully insured by the federal deposit insurance corporation or as specified in W.S. 9-4-831(a)(x).
- Investments in shares of a diversified money market fund as specified by W.S. 9-4- 831(g).

B. Fixed Income Portfolio

Investment in mortgage backed securities will only be made upon additional specific written direction from the City.

- Negotiable direct obligations or securities whose principal and interest is unconditionally guaranteed by the United States. Such securities will include, but not be limited to, the following:
 1. Cash Management Bills
 2. Treasury Bills
 3. Treasury Notes
 4. Treasury Bonds*
 5. Treasury Strips**
 6. State & Local Government Series (SLUGS)
 7. Treasury Inflation Protected Securities (TIPS)
 - * Treasury bonds must have a final maturity consistent with this Policy's maximum allowable final maturity.
 - ** Consistent with State Statutes, investments with maturities greater than 366 days from the date of purchase must provide income (e.g. periodic interest payments) on at least an annual basis and shall be limited to securities for which there is an active and immediate secondary market.
- Bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States. Such securities are limited to the following:
 1. United States Import-Export Bank

2. Farmers Home Administration
 3. Federal Financing Bank
 4. Federal Housing Administration Debentures
 5. General Services Administration
 6. United States Public Housing Notes and Bonds
 7. United States Department of Housing and Urban Development notes and bonds (HUD)
 8. Guaranteed Portions of Small Business Administration Loan (SBA)
 9. Government National Mortgage Association (GNMA)
- Bonds, debentures or notes issued or guaranteed by United States Government agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:
 1. Federal Farm Credit Bank (FFCB)
 2. Federal Home Loan Banks or its district banks (FHLB)
 3. Federal National Mortgage Assn. (FNMA)
 4. Federal Home Loan Mortgage Corp (FHLMC)
 - Mortgage-backed securities (MBS), including collateralized mortgage obligations (CMOs) that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress including GNMA, FNMA and FHLMC, but excluding those defined as high risk. High-risk mortgage backed securities are defined as any security which meets either of the following criteria:
 1. Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or
 2. Is defined as a high-risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended by the Federal Financial Institutions Examination Council as created under 12 U.S.C 3301, et seq, or its successor.
 3. Portfolio holdings in this sector will have average lives and final maturities consistent with those stated further in this section.
 - Deposits in financial institutions located within the State of Wyoming.
 - Banker's Acceptances of United States banks eligible for purchase by the Federal Reserve System.
 - Commercial paper of corporations organized and existing under the laws of any state of the United States with:
 1. Maturities no longer than 270 days.
 2. Be rated P-1+ or A-1+ or F1 by Moody's, S&P or Fitch ratings, respectively, indicating that commercial paper issued by a corporation is of the highest quality rating.

- Certificates of deposits with:
 1. A bank authorized to business in Wyoming to the extent they are fully insured by the FDIC or secured by a pledge of assets and are otherwise authorized as a depository as prescribed by law;
 2. A savings and loan association or a federal savings bank authorized to business in Wyoming to the extent they are fully insured by the FDIC or secured by a pledge of assets and are otherwise authorized as a depository as prescribed by law;
- Repurchase agreements (see State Statutes 9-4-831 for requirements).
- Guaranteed investment contracts (see State Statutes 9-4-831 for requirements).

V. Collateralization

Collateralization is required for investments in certificates of deposit. In order to reduce market risk, the collateralization level will be 102% of market value of principal and accrued interest. The Financial Services Director's office shall verify on a monthly basis that the value of collateral is sufficient to cover the deposits of investments discussed in the Investment Policy. Acceptable instruments for collateralization of certificates of deposit shall be the same as those set forth in WS 9-4-820 and 9-8-821.

VI. Reporting and Internal Controls

The Financial Services Director is charged with the responsibility of preparing a monthly report to the City Manager and City Council showing the type of investment, institution, rate of interest maturity date, and amount of deposit. Semi-annually the Council Finance Committee will review the investment portfolio held by the City.

The Financial Services Director shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity and compliance with policies and procedures.

VII. Safeguarding of Securities

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a bank trust department, acting as agent for the City under the terms of a custody agreement or with an SEC qualified custodian. All custodians must carry a minimum \$100 million insurance policy to protect City assets against losses. Exceptions to this safekeeping policy must be approved by the City Council after verifying the credit worthiness of the broker/dealer.

VIII. Effective Date

This policy will supersede all policies pertaining to investments made prior to its adoption, or amendment. The investment of new funds will be made in accordance with this policy. This policy does not pertain to investments made prior to its adoption.

IX. Compliance with State Law

In the event this policy conflicts with State law or any future changes to State law, then the more restrictive of the conflicting provisions of this policy or of State law shall apply. Prior to any person effecting any investment transaction on behalf of the City or offer any investment advice to the governing body of the City, that person shall sign a statement indicating that he/she has read this policy and agrees to abide by applicable State law with respect to advice he/she gives and the transactions he/she undertakes on behalf of the City.

Approved By:

Date:

J. Carter Napier
City Manager

Adopted: June 18, 1996
Revised: June 16, 1998
Revised: June 15, 1999
Revised: November 21, 2006
Revised: April 7, 2009
Revised: February 1, 2022

RESOLUTION NO. 22-17

A RESOLUTION AMENDING THE CITY OF CASPER
STATEMENT OF INVESTMENT POLICY

WHEREAS, the City's cash balances are comprised of amounts available for temporary investing in fixed income securities and amounts that need to remain liquid cash to meet the daily cash flow needs; and,

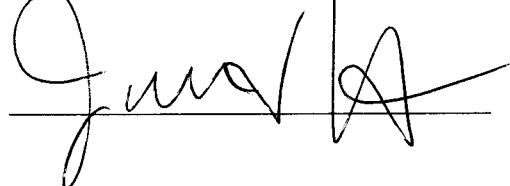
WHEREAS, several options are available for the investing of the cash balances needed for liquid cash that would serve to optimize interest income earned and reduce fees incurred; and,

WHEREAS, those options meet the City's investment objectives of, in order of importance, Legality, Safety, Liquidity and Rate of Return.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper Statement of Investment Policy is hereby amended as attached and declared to be in effect on January 18, 2022.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

January 17, 2022

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Pneumatic Roller in the Total Amount of \$96,252.00, Before Trade for Use by the Streets Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

February 1, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new 2019 Bomag Pneumatic Rubber Tire Roller, from Power Equipment, Casper, Wyoming, for use by the Streets Division of the Public Services Department, in the total amount of \$96,252.00, before trade.

Summary

On December 14, 2021, bids were requested for one (1) new or used Pneumatic Rubber Tire Roller. Three (3) bids were received from local vendors. Street Division employees will utilize this roller for all alley, parking lot, and paving projects and operations city wide. This new unit will replace their current pneumatic roller, which was purchased in 2007 and has met all criteria needed for replacement. The recommended purchase of this Bomag Pneumatic Roller meets all of the required specifications for this application. Total budgeted amount for this purchase is \$180,000.00. Trade-in value and bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total Amount</u>
(1) One Bomag Pneumatic Roller	Komatsu Equipment Evansville, WY	\$119,400	\$11,000	\$108,400
(1) One Bomag Pneumatic Roller NEW WITH SAFETY CAB	Power Equipment Casper, WY	\$96,252	\$16,000	\$80,252
(1) One Bomag Pneumatic Roller USED W/OUT SAFETY CAB	Power Equipment Casper, WY	\$65,545	\$16,000	\$49,545

Komatsu Equipment failed to submit a bid bond, their bid was rejected.

Financial Considerations

This purchase will be from the Capital Equipment fund.

Oversight/Project Responsibility:

Dan Coryell, Fleet Manager, will make the purchase, with oversight transferred to Shad Rodgers, Streets and Traffic Manager, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
October 5, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 2:00 p.m., December 14, 2021** for the following:

One (1) **New of Used Pneumatic Tired Roller**, to be used by the Streets Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new or used Pneumatic Tired Roller, to be used by the Streets Division of the Public Services Department. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

1.	Unit	Pneumatic Tired Roller	_____
2.	Frame	Steel Plate frame with articulating and oscillating center pivot. Maximum Working Width-68" Maximum Length-14' 8" Maximum Height without Strobe-114"	_____ _____ _____ _____
3.	Operating Weight	Ballastable 9000 pounds to 30500 pounds. Without Ballast-minimum 9000 Pounds. With Ballast- Maximum 30500 pounds.	_____ _____ _____
4.	Engine	Diesel. Minimum 76 Horsepower	_____
5.	Transmission	Hydrostatic or Powershift forward-reverse with 3-speed manual.	_____
6.	Differential/Drive	Hypoid differential or hydrostatic wheel drive.	_____

7.	Steering	Centerpoint Steering. 35 Degree Steering Angle. 10 Degree Oscillating Angle. 110" Maximum Inside turning radius.	<hr/> <hr/> <hr/> <hr/>
8.	Brakes	Hydraulic spring applied or Hydrostatic Service Brake with Secondary/Parking Brake	<hr/>
9.	Water Spray System	Pressurized with 100 Gallon Polyethylene tank-minimum. Fill Port Strainer. Retractable cocoa mats supplied for each tire.	<hr/> <hr/> <hr/>
10.	Electrical	One battery. 12V. Minimum 60 Amps.	<hr/>
11.	Tires	4 Front Tires. 5 Rear Tires. 7.50 X 15, 14 Ply Smooth radial. Minimum 1/2" tire overlap. Spare Tire and Wheel. Drive Tires rigid, static tires oscillation \pm 4 degrees	<hr/> <hr/> <hr/> <hr/>
12.	Controls	Directional/Speed lever. Automotive Type Steering Wheel. Engine Throttle. Secondary Parking Brake. Keyed Ignition Switch. Water Spray Switch. Horn. Light Switches. Separate for front lights, rear lights, strobe lights. Vandal Cover to secure control panel and controls. Device to keep engine from starting while not in neutral and without engaging parking brake.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
13.	Lights	Headlights Front and Rear with Separate control switches. Front and Rear Turn Signals and 4-Way Flashers.	<hr/> <hr/>

Strobe Light or Rotating Beacon.

14. ROPS/FOPS

ROPS/FOPS and Seatbelt to conform to SAE standards J-1040, J-231 and J-386. Must be forward Facing seat.

15. Gauges

Fuel
Ammeter
Hour Meter
Engine Oil Pressure
Coolant Temperature
Engine Inlet Air Restriction
Indicator.

16. Paint

Standard Factory Paint and rustproofing.

17. Heat/Retention
Shields

Removable

18. Backup Alarm

19. Fuel Tank

30 Gallon Minimum

20. Spare Filters

Complete set of filters for first scheduled service. Air, oil, hydraulic transmission, etc.

22. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW PNEUMATIC TIRED ROLLER
FOR THE STREETS DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 5, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new Pneumatic Tired Roller \$ _____
- II. Trade-in allowance for Unit # 70971 2007 Bowmag Pneumatic roller
VIN# 901A22202398 \$ _____
- III. NET COST TO THE CITY (Total Price): \$ _____
- IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW PNEUMATIC TIRED ROLLER
(Approved by the City Attorney, 2014)
Dated the 5th Day of October, 2021**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said

specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

January 14, 2022

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tracey L. Belser, Support Services Director JLB
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New 4x4 Pickup Truck with a 5.5' Bed in the Total Amount of \$31,864.00, Before Trade, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

February 1, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new 4x4 pickup truck with a 5.5' bed in the total amount of \$31,864.00, before trade, for use by the Solid Waste Division of the Public Services Department.

Summary

On December 14, 2021, bids were publicly opened for the new 4x4 pickup truck. Three (3) bids were received from two (2) Wyoming vendors. The Special Waste Supervisor who manages all oils, paints, batteries, and other special hazardous waste that is delivered to the landfill, will utilize the new pickup truck.

The trade in for this truck is unit #222260, a 2012 GMC that has met all criteria needed for replacement. A trade value of \$9,375.00 was offered on this truck bringing the net cost to \$22,189.00. The approved budget for this purchase was \$30,000.00.

The expected delivery of this truck is approximately 240 days.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Pickup Truck	Greiner Ford Casper, WY	\$31,864.00	\$9,375.00	\$22,189.00
(1) Pickup Truck	Fremont Motors Casper, WY	\$37,915.00	\$15,000.00	\$22,915.00

(1) Pickup Truck	Fremont Motors Sheridan, WY	\$39,861.00	\$14,280.00	\$25,581.00
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The recommended purchase of the one-ton pickup truck from Greiner Ford meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by Balefill Reserves.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Sean Orszulak, Solid Waste Manager, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER

August 24, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 2:00 p.m., December 14, 2021** for the following:

One (1) New **Half Ton Crew Cab 4x4 Pickup Truck with Short Bed**, to be used by the Special Waste Section of the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Half Ton Crew Cab 4x4 Pickup Truck with Short Bed**, to be used by the Special Waste Section of the Solid Waste Division of the Public Services Department. This unit shall be new with less than two hundred (500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Half Ton Pickup Truck

American Manufacturer _____

Two sets of keys _____

Mileage: 500 miles or less _____

Automatic Transmission _____

Power Steering _____

Tilt Steering Wheel _____

Power Brakes _____

Power Windows _____

Power Door Locks _____

Four Door Crew Cab _____

Short bed with factory spray liner (optional). Provide
cost for this option _____

Four Wheel Drive	<hr/>
Electronic shift on the fly	<hr/>
Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread	<hr/> <hr/>
Spare Tire & Wheel to include Jack & Lug Wrench	<hr/>
AM/FM Radio with Bluetooth Factory Installed	<hr/>
Heater/Defroster	<hr/>
Current Model Year Emissions Compliant Gas Engine	<hr/>
Factory Air Conditioning	<hr/>
Intermittent Wipers	<hr/>
Engine Block Heater	<hr/>
Permanent anti-freeze protection to minus 30 degrees F.	<hr/>
Factory installed back up camera and sensors	<hr/>
Manufacturer's standard single color, white	<hr/>
Four-wheel anti-lock braking system	<hr/>
Cloth seats, matching trim throughout in Standard color, Steel or equivalent	<hr/>
Heavy Duty Vinyl Flooring throughout	<hr/>
OEM heavy duty rubber floor mats	<hr/>
<u>Miscellaneous</u>	
Four (4) Maxxima 6 LED Surface Mount Emergency Warning Lights, white/amber clear lens or approved equal. Two (2) mounted in the front grill and Two (2) mounted on tailgate. All four (4) attached to lighted switch in cab	<hr/>
5 Year 60,000 Mile Power Train Warranty minimum	<hr/>
All warranties to begin upon delivery of vehicle	<hr/>

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Copy of Order Confirmation to be provided upon Completion of the order.

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment.

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel - Minimum of 85 Octane or required octane for engine as stated by manufacturer.

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW HALF TON CREW CAB 4x4 WITH 5.5 FT BED
FOR THE SPECIAL WASTE SECTION OF THE SOLID WASTE DIVISION OF THE PUBLIC
SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated November 17, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new half ton Crew Cab Pickup
with 5.5' ft. bed, as specified \$ _____
- II. Trade-in allowance for Unit # 222260 2012 GMC 1500 4x4
VIN 1GTR2TE76CZ310842 \$ _____
- III. NET COST TO THE CITY (Total Price): \$ _____
- IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW HALF TON CREW CAB 4x4 WITH 5.5 FT BED
AND ACCESSORIES**

**(Approved by the City Attorney, 2014)
Dated the 17th Day of November, 2021**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

January 12, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Truck Chassis in the Total Amount of \$99,503.00, Before Trade, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

February 1, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new 2022 Mack Truck Chassis, from CMI Teco, Casper, Wyoming, for use by the Solid Waste Division of the Public Services Department, in the total amount of \$99,503.00, before trade.

Summary

On December 14, 2021, bids were requested for one (1) new truck chassis. Three (3) bids were received from local vendors, however two (2) of the bids were official "No Bids". Currently Solid Waste operates and empties all City-owned recycle depots with two (2) refuse trucks. The bodies or hoppers on these trucks are in good shape and have been re-built and painted within the past three (3) years. The chassis however are aged and failing. The awarding vendor will be tasked with removal of the body on the old chassis and installing it on this new chassis. This new unit will replace unit #222247 chassis, a 2006 Mack that has met all criteria needed for replacement.

Total budgeted amount for this purchase is \$90,000.00. Trade-in value on the old chassis is \$7,500.00 which will leave \$2,003.00 unaccounted for. Solid Waste Management has successfully reduced another capital project in their budget and transferred the funds needed to this project to make it complete.

Bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total Amount</u>
(1) New Truck Chassis	CMI TECO Casper, WY	\$99,503.00	\$7,500.00	\$92,003.00
(1) New truck Chassis	Fremont Motors	NO BID	NO BID	NO BID

(1) New truck Chassis	Casper, WY Fremont Motors Sheridan, WY	NO BID	NO BID	NO BID
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Financial Considerations

This purchase is possible with FY22 balefill reserve funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make the purchase, with oversight transferred to Sean Orszulak, Solid Waste Superintendent, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
November 16, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 2:00pm on December 14th, 2021** for the following:

ONE (1) NEW TRUCK CHASSIS. This unit will be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of this specification to specify the minimum requirement for the furnishing and delivery of 1 new truck chassis. The unit shall be new and have less than one hundred fifty (150) hours. This unit shall be less than twelve months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

		<u>BIDDERS SPECIFICATIONS</u>
<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	
1. GVW	Manufactured in the USA 32,000 pound minimum. Certified GVW Cab and Chassis.	<hr/> <hr/>
2. Wheel Base	Shall be compatible with a Haul-All recycle body. Minimum acceptable wheel base shall not be less than 187". Equipment supplied shall provide proper weight distribution when truck is loaded.	<hr/> <hr/> <hr/> <hr/>
3. Cab to Axle	120" useable minimum. Shall be compatible with a Haul-All recycle body. It shall also provide proper weight distribution when truck is loaded.	<hr/> <hr/> <hr/>
4. Frame	Minimum RBM 900,000 psi open channel rails. To come with ladder type frame, cross members and standard supports	<hr/> <hr/> <hr/> <hr/> <hr/>
5. Diesel Engine	Current year production model diesel engine. 2020 emission compliant, 300 gross horsepower or greater, torque 660ft. lb. @2600rpm Diesel Turbo.	<hr/> <hr/> <hr/>

ITEM**MINIMUM SPECIFICATIONS****BIDDERS**
SPECIFICATIONS

1500 Engine Block heater

Air cleaner-Heavy duty fry type

Oil Filter spin on full flow oil filter

Warning System High Water temperature; low water, low air, low oil pressure buzzer in addition to gauges and lights automatic shutdown.

6. Cooling System

Coolant hoses- Shall be silicone rubber including heater hoses. Heavy Duty radiator shall be protected to -40 F with year-round extended life coolant. An integral transmission cooler shall be provided.

7. Transmission

Fully automatic 6 speed Allison H.D. 2500-RDS Series (or equal) with PTO provision. External spin on pall in line transmission filter. The transmission controls shall be Allison electronic push button with shift shock eliminator.

8. Axles

Front- 10,000 lbs capacity (minimum), with oil seal. I beam type.

Rear- 22,000 lbs capacity (minimum), with oil seal. Single speed type, top speed 65 mph.

9. Springs

Front-10,000 lbs Ground load rating capacity (minimum) Heavy duty double acting shock absorbers.

Rear- 22,000 lbs Multi-leaf ground capacity (minimum).

10. Tires and Rims

Front- 11R 22.5 Highway tread 14 ply mounted on an 22.5x 8.25 inch Aluminum rim

Rear-11R 22.5 Mud and Snow tread mounted on a 22.5 x 8.25-inch Aluminum Rim

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

One (1) spare mounted front tire on an Aluminum rim, and one (1) spare mounted rear tire on an Aluminum rim for the truck.

Note: Tires and Rime are to meet the required GVW rating regardless of specification.

11. Brakes

Meritor Air Disc Brakes front and rear or equivalent Meritor brand automatic slack adjusters with removable pawl for adjustment. Rotors, Brakes Pads, Compressor, and accessories as required shall meet all Federal Motor Vehicles Safety Standards. Shall have low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved with petcock drain valves. Auto drain valve on heated supply tank.

12. Cab

Two (2) person with outer grab handles for ease of ingress and egress on both driver and passenger side

Driver seat will be a high-quality air suspension seat Bostrom Air-905, 910, or 915 or equal. High Back.

Passenger seat will be padded with air foam and covered with heavy duty vinyl. Fixed base high back.

Hood shall have a stationary grill and will be lift or tilt type with butterfly access.

Shall have steps into cab on both left and right side

Insulated floor mats

Safety glass in all windows

Electric Door Locks

Power Windows

Electric & Heated Mirrors

ITEM**MINIMUM SPECIFICATIONS****BIDDERS**
SPECIFICATIONS

Arm rest on right side of driver seat

Interior lights operated with a switch and operated by both doors

AM/FM Bluetooth Radio

Front and Rear Plain (No Writing) Mud Flaps

Gauges-US Units

Oil Pressure in dash

Amp Meter or Volt Meter in dash

Water Temperature in dash

Transmission Temperature in dash

Hour Meter in dash

Air Pressure in dash

Electric Tachometer in dash

Electric Speedometer/Odometer in dash

Fuel and DEF Gauge in dash

Regeneration Initiate/Inhibit switch in dash

Light, Buzzer, warning on Oil Pressure, High Water temperature, and Low Air Pressure

Two (2) Belt type Seatbelts

Air Conditioning- Factory installed OEM style

14. Steering Steering shall be heavy-duty power steering. Steering tilt and telescoping adjustment.

15. Fuel Tank Left side mounted steel, 50-gallon minimum capacity, DOT approved with shut-off valve. Mounted as far forward as possible. Contact body supplier for placement. Mount the Fuel tank or DEF

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	on the same side of the truck.	
16. Electrical	12-volt neg. ground.	
	110-amp alternator (minimum).	
	Two (2) 1,000/3,000 cca batteries.	
	Five (5) LED amber marker lights on cab.	
	Body will have LED lighting, chassis and body shall be compatible.	
	Dimmer switch on steering column.	
	Turn signals with four-way emergency flashers.	
	Three sets of keys.	
	BATTERY SHUT-OFF SWITCH: easy to see and easy to access.	
	Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system.	
	All lighting shall be LED where available.	
17. Mirrors	Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.	
18. Exhaust System	Must meet all federal standards. To be 2021 emission certified, SCR catalyst type, passive regeneration system and to be equipped with proper protection to prevent burns (exhaust shield). Perforated exhaust extension mounted on top of exhaust pipe.	
19. Paint/Color	Cab: DuPont 51304 Burgundy	
20. Mud Flaps	Rear: Required (steel) in front of rear and (rubber)behind rear (No Writing)	

BIDDERS
SPECIFICATIONS

ITEM

MINIMUM SPECIFICATIONS

21. Accessory
Equipment

The following equipment, whether or not considered standard, shall be furnished with each unit:

Heavy-duty, two-speed (minimum), fresh air heater with defroster.

Two-speed, dual, electric windshield wipers, intermittent type with windshield washer.

Dual sun visors.

Fire extinguisher, 5 lb. ABC dry chemical type.

Air Horn approved lighting, Reflectors and all other standard equipment as advertised or as required to operate on Wyoming Highways.

Pollution Control and Safety equipment as required to meet current Federal and State OSHA Regulations.

23. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations. Full set of roadside triangles mounted.

The winning vendor shall supply 2 complete sets of filters for each unit. **(All required filters)**

List options and pricing for extended warranties on chassis.

SPECIAL NOTE:

Components that require regular service shall be easy to access. Air dryer, oil filters, fuel filters, hydraulic tank shut-off, etc. Transmission removal shall not require removal of air tanks or air dryers. Hydraulic tank shall not be mounted under cleanout doors/troughs. Hydraulic pump and PTO removal shall not require removal of spacer components or transmission dismounting. Truck to be "Mechanic Friendly".

24. Diagnostic
Software and

Two copies of manufacturer's service diagnostic software from truck manufacturer and two copies of

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
Service Manuals	<p>service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software.</p> <p>Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for truck) or an approved Digital version of the above stated manuals. NO EXCEPTIONS.</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
25. Body Construction	<p>The winning Bidder is responsible for removing the body and PTO off the old Chassis. (If the Old PTO matches up with the Transmission, If not install a new PTO that matches up) and install the working body and PTO on the new Chassis</p> <p>Unit # 222247 Vin #1FDOX5HT9GEA29450 Transmission #6510653412</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
26. Warranty	<p>Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12-month period.</p> <p>Provide minimum of one full day of on-site training specific to the Chassis. One training must be included in delivery.</p> <p>Include options for extended warranties and pricing.</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
27. Delivery	<p>Truck shall be delivered with a full tank of fuel, and properly blended for the weather conditions if required.</p> <p>Diesel Fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

correspond with climate conditions.

A copy of the order confirmation to be provided upon completion of the order.

Original title shall be provided within 30 days of unit delivered to 1800 E. K St. Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

The winning vendor will bid and deliver one (1) Recycle Chassis equipped with the old recycle body on the new chassis as specified in specifications.

Provide a minimum of one (1) full day of dealer training and orientation on-site for City drivers and Mechanics.

The winning vendor shall deliver a comparable chassis and recycle body rental at no charge if the truck is non-operable for more than 36 hours due to the manufacture defect or failures of the chassis or body not working for a minimum of one (1) year after delivery.

Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery is complete of this unit from this order.

NOTE: These forms may not be duplicated

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specifications. Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

All contacts should be made through Dan Coryell,
Casper Service Center Casper, Wyoming, 82601.
Phone 307-235-8410

**PROPOSAL FOR FURNISHING
ONE NEW TRUCK CHASSIS
FOR THE SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated November 16, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one new truck chassis, as specified \$ _____
- II. Trade-in allowance for Unit #222247, 2006 Mack Freightliner.
VIN #1FDOX5HT9GEA29450 \$ _____
- III. NET COST TO THE CITY:
(Total Price) \$ _____
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.
- VI. Options:
- I. Extended warranty for no less than 5yrs. 100,000 miles, full vehicle. \$ _____
- II. Extended warranty for no less than 5yrs. 100,000 miles, powertrain and aftertreatment only. \$ _____

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE NEW TRUCK CHASSIS
(Approved by the City Attorney, 2021)
November 16, 2021

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

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Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

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IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

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Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

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XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:



In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

January 14, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cindie Langston., Solid Waste Manager
Alex Sveda, P.E., City Engineer 

SUBJECT: Reject Bids for the Casper Regional Landfill Leachate Collection & Control System Structure Enclosures, Project 19-061.

Meeting Type & Date

Regular Council Meeting

February 1, 2022

Action Type

Minute Action

Recommendation

That Council, by minute action, reject all bids received for the Casper Regional Landfill Leachate Collection & Control System Structure Enclosures, Project 19-061.

Summary

On Thursday, January 13, 2022, two (2) bids were received for the installation of the four (4) roofed and walled structures to enclose each Casper Regional Landfill leachate collection & control system cell riser. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Transmission Distribution Service	Glenrock, WY	\$386,648.00
Pope Construction, Inc.	Mills, WY	\$653,600.00

This is the second bid letting for this project. The first bid letting in June 2021 received no bids. After bids were opened, Transmission Distribution Service submitted a letter requesting to withdraw their bid due to exclusion of pricing unintentionally left out of their bid.

HDR Engineering, Inc. (HDR) is under contract with the City for design and construction administration of this project. The estimated construction cost for the work was \$309,000. Both HDR and City Staff have reviewed the bids and recommend to reject all bids.

Solid Waste Staff and HDR plan to discuss possible phasing options for the project.

Financial Considerations

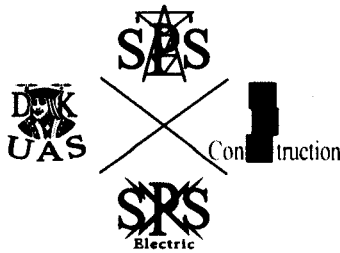
NA

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Attachments

Transmission Distribution Service bid withdrawal letter



Safety Integrity Reliability Service
P.O. Box 716
Glenrock, WY 82637

January 13, 2022

City Of Casper

RE: Casper Regional Landfill LCCS Enclosure Bid

To whom it may concern,


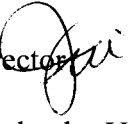
We regret to inform you that Transmission Distribution Services DBA TDS Construction wishes to withdraw our bid for the Casper Landfill Project. It came to our attention that key figures and information were unintentionally left out of our final bid, due to key figures within our organization being out of contact due to the recent COVID-19 spike.

TDS Construction does wish to withdraw our bid and bid bond at this time. We sincerely apologize for any inconvenience this may have caused.

Thank you for the opportunity and we hope to bid on more projects with you in the future.

Luke Jennings
TDS Construction Office
307-436-9605
ljennings@tdswyo.com

January 26, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Financial Interest Disclosures for Calendar Year 2022

Meeting Type and Date:
Regular Council Meeting
February 1, 2022

Action Type:
Minute Action

Recommendation:
That Council, by minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility.

Summary:
According to Wyoming Statute 6-5-118, certain city officials must disclose if they have any financial interests in any financial institution that is also involved with any investment made by the City. A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account, and ownership of land or building which the financial institution uses to conduct business. Financial interest disclosures must be made annually in a public meeting and must be made part of the record of proceedings.

The statute requires disclosure of the existence of the financial interest, but it does not require that the specifics of the interest be disclosed. For example: if an individual has a checking account in a bank that also does business with the City, then that individual must indicate that they have an interest in the bank, but they do not need to state that the interest is a checking account, nor do they need to say how much is kept in that checking account.

All Councilmembers, as well as the following members of City Staff, were provided with a Financial Interest Disclosure Form to complete: J. Carter Napier, City Manager; Jill Johnson, Financial Services Director; Nicholas Gassman, Accounting Supervisor.

Financial Considerations:
No financial considerations.

Oversight/Project Responsibility:
Jill Johnson, Financial Services Director

Attachments:
2022 Financial Interest Disclosure Forms

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|-------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u>✓</u> No |
| • First Interstate Bank | <u> </u> Yes | <u>✓</u> No |
| • Bank of the West | <u> </u> Yes | <u>✓</u> No |
| • Platte Valley Bank | <u> </u> Yes | <u>✓</u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u>✓</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Ray Pacheco

Signed: 

Date: 1-18-20

Office Held within the
Casper City Government: Mayor

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u>✓</u> No |
| • First Interstate Bank | <u> </u> Yes | <u>✓</u> No |
| • Bank of the West | <u> </u> Yes | <u>✓</u> No |
| • Platte Valley Bank | <u>✓</u> Yes | <u> </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u>✓</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Steve Freck

Signed: 

Date: 11/19/22

Office Held within the
Casper City Government: Vice Mayor

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> X </u> No |
| • First Interstate Bank | <u> X </u> Yes | <u> </u> No |
| • Bank of the West | <u> </u> Yes | <u> X </u> No |
| • Platte Valley Bank | <u> </u> Yes | <u> X </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> X </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Kyle Gamroth

Signed:

Kyle Gamroth

Date:

07/25/22

Office Held within the

Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

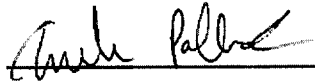
Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> X </u> No |
| • First Interstate Bank | <u> X </u> Yes | <u> </u> No |
| • Bank of the West | <u> </u> Yes | <u> X </u> No |
| • Platte Valley Bank | <u> </u> Yes | <u> X </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> X </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Amber Pollock

Signed: _____



Date: _____

7/18/22

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|-------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u>✓</u> No |
| • First Interstate Bank | <u> </u> Yes | <u>✓</u> No |
| • Bank of the West | <u> </u> Yes | <u>✓</u> No |
| • Platte Valley Bank | <u> </u> Yes | <u>✓</u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u>✓</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Bruce Knell

Signed: 

Date: 1-18-22

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|-----------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> X </u> No |
| • First Interstate Bank | <u> </u> Yes | <u> X </u> No |
| • Bank of the West | <u> </u> Yes | <u> X </u> No |
| • Platte Valley Bank | <u> </u> Yes | <u> X </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> X </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Shawn Johnson

Signed: 

Date: 1/18/22

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> X </u> No |
| • First Interstate Bank | <u> X </u> Yes | <u> </u> No |
| • Bank of the West | <u> </u> Yes | <u> X </u> No |
| • Platte Valley Bank | <u> </u> Yes | <u> X </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> X </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Lisa Engebretsen

Signed: _____

Date: 12/29/21

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- Davidson Fixed Income Management
- First Interstate Bank
- Bank of the West
- Platte Valley Bank
- PFM Asset Management, LLC

<u> </u> Yes	<u> X </u> No
<u> X </u> Yes	<u> </u> No
<u> </u> Yes	<u> X </u> No
<u> X </u> Yes	<u> </u> No
<u> </u> Yes	<u> X </u> No

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Steve Cathey

Signed: 

Date: 1/4/2022

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- Davidson Fixed Income Management
- First Interstate Bank
- Bank of the West
- Platte Valley Bank
- PFM Asset Management, LLC

 Yes

 ✓ No

 ✓ Yes

 No

 Yes

 ✓ No

 Yes

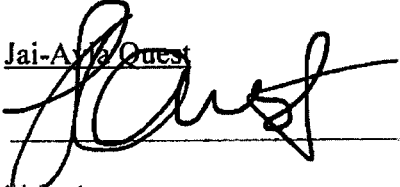
 ✓ No

 Yes

 ✓ No

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Jai-Ayla Quest

Signed: 

Date: 1/15/22

Office Held within the
Casper City Government: Councilmember

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> ✓ </u> No |
| • First Interstate Bank | <u> ✓ </u> Yes | <u> </u> No |
| • Bank of the West | <u> </u> Yes | <u> ✓ </u> No |
| • Platte Valley Bank | <u> </u> Yes | <u> ✓ </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> ✓ </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): J. Carter Napier

Signed: 

Date: 12/29/21

Office Held within the
Casper City Government: City Manager

Annual Financial Interest Disclosure Form

Calendar Year 2022

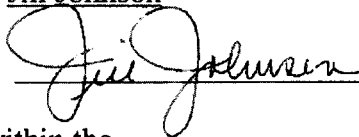
Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-----------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>✓</u> No |
| • First Interstate Bank | _____ Yes | <u>✓</u> No |
| • Bank of the West | _____ Yes | <u>✓</u> No |
| • Platte Valley Bank | _____ Yes | <u>✓</u> No |
| • PFM Asset Management, LLC | _____ Yes | <u>✓</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Jill Johnson

Signed: _____



Date: 12-29-21

Office Held within the
Casper City Government: Financial Service Director

Annual Financial Interest Disclosure Form

Calendar Year 2022

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following entities or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-83:

- | | | |
|------------------------------------|-----------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>X</u> No |
| • First Interstate Bank | _____ Yes | <u>X</u> No |
| • Bank of the West | _____ Yes | <u>X</u> No |
| • Platte Valley Bank | _____ Yes | <u>X</u> No |
| • PFM Asset Management, LLC | _____ Yes | <u>X</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Nicholas Gassman


Signed: 

Date: 12/28/2021

Office Held within the
Casper City Government: Accounting Supervisor

January 11, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey Belser, Support Services Director 
Ethan Yonker, Risk Manager

SUBJECT: Inventory Surplus – Covid Supplies

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action Type

Minute Action

Recommendation

That Council, by minute action, declare an inventory surplus of 975 biohazard bags in the City's emergency Covid supplies.

Summary

In completing an inventory of the City's emergency Covid supplies it was discovered that there is an excess amount of biohazard bags. One-thousand biohazard bags were purchased at the original onset of the pandemic in 2020, and very few biohazard bags have been used.

City staff contacted the Natrona County Health Department (NCHD) and they could utilize the biohazard bags.

City staff recommends declaring 975 biohazard bags as inventory surplus so that they may be donated to NCHD.



Financial Considerations

The total donation cost to the City for biohazard bags would amount to \$243.75.

Oversight/Project Responsibility

Dawn Dean, Safety Specialist

January 18, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
John Henley, City Attorney
SUBJECT: Authorize \$148,639.89 reduction of debt owed accounts receivable balances, aged from 2020, from lease of 135 North Ash Street.

Meeting Type & Date

Regular Council Meeting
February 1, 2022

Action type

Minute Action

Recommendation

That Council, by Minute Action, authorize the reduction of \$148,639.89 of debt owed accounts receivable balances, aged from 2020, from lease of 135 North Ash Street.

Summary

The DDA and the City entered into a lease agreement for 135 North Ash Street in January of 2016 for 3 years. The lease was extended for an additional 2 years which changed the termination of the lease to January 19, 2021.

In December of 2020, the unpaid balance of the lease was \$148,639.89 and a debt workout agreement was approved by Council on December 22, 2020. As part of the debt workout agreement, the City agreed to reduce the debt based on the DDA obtaining new donations, sponsorships and grants on a 2:1 basis (two dollars of donations will decrease the debt by one dollar). Benchmarks were established and the DDA agreed to provide documentation showing the benchmarks were met.

The following benchmarks were met:

April 30, 2021 - Benchmark: \$40,000 - Actual: \$54,688.85 - Debt Reduction: \$27,344.43
June 30, 2021 - Benchmark: \$60,000 - Actual: \$66,354.32 - Debt Reduction: \$33,177.16
August 31, 2021 - Benchmark: \$60,000 - Actual: \$216,949.23 - Debt Reduction: \$108,474.62

As of the end of August, 2021, the entire debt has met the criteria for extinguishment. An audit of several large donations confirmed the receipts.

Financial Considerations

The account requested to be extinguished will have no financial impact to the City's reported financial results for FY 22. The City adjusts bad debt expense at the end of each fiscal year, and

because the proposed accounts for write-off became uncollectible in FY21, they have been previously recognized.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution 20-239 – Authorizing A Debt Workout Agreement
Fundraising by Benchmark Period

RESOLUTION NO. 20-239

A RESOLUTION AUTHORIZING A DEBT WORKOUT AGREEMENT BETWEEN THE CITY OF CASPER AND THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA).

WHEREAS, the Downtown Development Authority (DDA) was established by the City of Casper, Wyoming, pursuant to W.S. §15-9-201 *et seq.* and was created pursuant to Casper City Ordinance 4-88 § 2 in 1988; and,

WHEREAS, authority is granted to cities and towns by Wyoming State Statutes §15-1-103(a) to manage, lease, rent and regulate the use of municipal property; and,

WHEREAS, the City of Casper and the DDA entered into a Lease Agreement dated January 19, 2016, wherein the City as Lessor leased and the DDA as Lessee, leased the property generally known as 135 North Ash Street, Casper, Wyoming 82601, more particularly described in the Agreement; and,

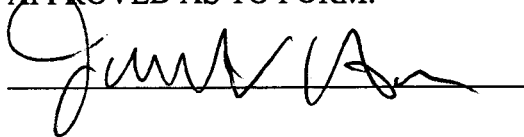
WHEREAS, the DDA has been unable to fulfill the payments required by the Lease Agreement and extensions thereof; and,

WHEREAS, in an effort to assist the DDA, the City of Casper wishes to enter into a Debt Workout Agreement.

NOW, THEREFORE, BE IT RESOLED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Debt Workout Agreement between the City of Casper, Wyoming, and the Downtown Development Authority, which is attached to this Resolution.

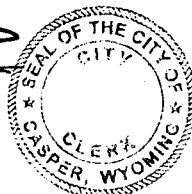
PASSED, APPROVED, AND ADOPTED this 22nd day of December, 2020.

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk



CITY OF CASPER, WYOMING
A Municipal Corporation


Steven K. Freel
Mayor

DEBT WORKOUT AGREEMENT

This Debt Workout Agreement ("Agreement") is entered into by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City"); and the Downtown Development Authority of Casper, Casper, Wyoming 82601 ("DDA"); the City and the DDA collectively referred to as the "Parties."

RECITALS

WHEREAS, the DDA was established by the City of Casper, Wyoming, pursuant to W.S. §15-9-201 *et seq.* and was created pursuant to Casper city Ordinance 4-88 § 2 in 1988 and,

WHEREAS, by the creation of the DDA, the City of Casper has elected to delegate its powers under the above-referenced statutory provisions for the purposes thereof; and,

WHEREAS, the Parties entered into a Lease Agreement dated January 19, 2016, wherein the City as Lessor leased and the DDA as Lessee, leased the property generally known as 135 North Ash Street, Casper, Wyoming 82601; the property is more particularly described:

East Fifteen (15) Feet of Lot 1, and all of Lots 2, 3, 4, and 5, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming and,

In addition, the lease included ten (10) parking spaces located in the parking lot lying adjacent to, and to the west of the Casper City Hall located at 200 North David Street, Casper, Wyoming 82601 and,

WHEREAS, the Lease Agreement was entered into after the DDA purchased the State Office Building then located at 226 South David and agreed to bear the burden of relocation of the operations and employees housed at that location to the 135 North Ash Street location. After this purchase the property as 226 South David was deeded back to the City.

WHEREAS, the lease was made for a primary term of three (3) years, but a two (2)-year extension provision was also included to extend the last day of the lease until January 19, 2021. The DDA extended the Lease and,

WHEREAS, the monetary payments for the Leasehold to be paid by Lessee to Lessor, in the total sum of Three Hundred Fifty Thousand Dollars (\$350,000) for the three-year Primary Lease Term of this Lease, payable at the rate of One Hundred Sixteen Thousand Dollars (\$116,000) for each of the first two annual terms of this Lease, and the sum of One Hundred Eighteen Thousand Dollars (\$118,000) for the third annual term of this Lease. The rent due for each annual term was to be due and payable to the Lessor on or before the beginning of each annual term of this Lease and,

WHEREAS, the monetary payments for the two additional years of the extension of the Lease (year four and year five) required the Lessee to pay to the Lessor the sum of One Hundred

Sixteen Thousand Six Hundred and Sixty-Seven Dollars (\$116,667) as rent for each additional annual term. The rent due for the fourth annual term was due and payable to the Lessor on or before the beginning of the fourth annual lease term, and for the fifth annual term, again the payment was due on or before the beginning of the fifth annual term and,

WHEREAS, the payment summary¹ for the 5 years of the Lease is:

Downtown Development Authority – Lenhart Bldg. 135 N. Ash St. Lease

2016 Date	Amount
Billed	116,000.00
Paid	116,000.00 Pd. by DDA
2017 Date	Amount
Billed	116,000.00
Paid	116,000.00 Pd. by DDA
2018 Date	Amount
Billed	118,000.00 Pd. by State of Wyoming
Paid	190,194.11 This paid the \$118,000.00 2018 invoice/billing and paid \$72,194.11 toward 2019's lease payment
2020 Date	3/3/2020 158,639.89 This bill consisted of \$44,472.89 minus a \$2,500.00 payment from DDA which the City received on 2/27/2020, leaving a balance of \$41,972.89 for 2019 plus \$116,667 for 2020
	3/16/2020 2,500.00 Pd. by DDA
	4/20/2020 2,500.00 Pd. by DDA
	5/18/2020 2,500.00 Pd. by DDA
	6/19/2020 2,500.00 Pd. by DDA

Balance still owing 148,639.89

WHEREAS, the DDA during the pendency of the above-described Lease, made necessary improvements addressing code, health and safety and ADA compliance issues into the City-owned property at 135 North Ash Street. To date, the DDA has contributed \$300,000 into the City-owned property at 135 North Ash Street. In addition, utility and minor maintenance payments have been made by the DDA to the City averaging \$35,000 per year. The DDA has also made the Lease payments as outline above. The City, during the term of the above-described Lease, paid approximately One-Quarter Million Dollars for HVAC replacement and mowed the leased property yard, shoveled the walks and cleared the parking spaces of snow.

WHEREAS, in light of the above discussed debt, the DDA has thus far declined to request

¹ TOTAL LEASE PAYMENTS DUE/PAYMENTS	583,334
Total Paid – DDA	(244,500)
Total Paid – State of Wyoming	(190,194)
NOT PAID	148,639.89

Optional 1% #16 Funds.

NOW, THEREFORE, the Parties hereto hereby agree by and between them as follows:

ARTICLE I: 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.

ARTICLE II: DEBT WORKOUT

1. The Lease term ends as of January 19, 2021. The property will be returned to the City January 20, 2021; risk of loss or casualty shall pass from the DDA to City on January 20, 2021. City shall endeavor to negotiate with the sub-lessee, the State of Wyoming, for the period of January 20, 2021 to when the State employees, currently in the leased premises, may move into the new State Office Building.
2. The City and the DDA, in an effort to further assist the DDA and provide it with Opportunities to obtain new donations, sponsorships and grants agree: That performance by DDA in fulfilling the following requirements to obtain diminutions of the \$148,639.89 debt and that upon such fulfillment City shall release the indebtedness (\$148,639.89) to the extent that the DDA can obtain new donations, sponsorships and grants (after the effective date of the Agreement) in a ratio of 2:1 (two dollars donated to the DDA will decrease the debt owed to the City by one dollar). The required benchmarks to be met by the DDA are:
 - A. DDA shall have until April 30, 2021 to get new donations, sponsorships and grants (hereafter raise) no less than Forty Thousand Dollars (\$40,000) in liquid funds, U.S. dollars, toward the first debt diminution of Twenty Thousand Dollars (\$20,000);
 - B. DDA shall have until the end of June, 2021 to raise no less than an additional Sixty Thousand Dollars (\$60,000) in liquid funds, U.S. dollars, toward the second debt of diminution Thirty Thousand Dollars (\$30,000);
 - C. DDA shall have until August 31, 2021 to raise no less than an additional Sixty Thousand Dollars (\$60,000) in liquid funds, U.S. dollars, for the third debt diminution of Thirty Thousand Dollars (\$30,000);
 - D. DDA shall have until October 31, 2021 to raise no less than an additional Forty Thousand Dollars (\$40,000) in liquid funds, U.S. dollars, for the fourth debt diminution of the DDA debt to the City by Twenty Thousand Dollars (\$20,000);
 - E. DDA shall have until June 30, 2022 to raise no less than an additional Forty-Eight Thousand Six Hundred Thirty-Nine Dollars .89/100 (\$48,639.89) in liquid funds, U.S. dollars, to obtain the fifth debt diminution of Twenty-Four Thousand Three Hundred Nineteen Dollars and .95/100 (\$24,319.95) from the City; and,

- F. DDA shall have until September 30, 2022 to raise no less than Forty-Eight Thousand Six Hundred Thirty-Nine Dollars .89/100 (\$48,639.89) in liquid funds, U.S. dollars, to obtain a debt diminution of Twenty-Four Thousand Three Hundred Nineteen Dollars and .95/100 (\$24,319.95) from City and a complete release of the lease debt as referenced in the Recitals herein.
- G. Any raise, whether done within the benchmark dates above or prior to each individual benchmark range of dates shall be counted against the total debt diminution.

Time is of the essence and failure to make any benchmark will be a breach of this Agreement by the DDA and the debt remaining from the \$148,639.89 shall become fully due and payable upon notice of the breach.

ARTICLE III: ACCOUNTING AND AUDIT

The DDA shall provide to the Casper City Manager's Office, on or before twenty (20) days after the deadline benchmark dates in the preceding paragraph, and at any other time as may be requested by the City, a complete and accurate report and audit of the qualifying raise of funds donated to the DDA to diminish the debt (\$148,639.89) acknowledged and referenced herein.

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the DDA which relate to the donations being provided to the DDA for the purpose of making an audit or examination thereof.

ARTICLE IV: FORBEARANCE BY CITY OF CASPER

The forbearance of acting upon any breach in any of the terms and conditions of this Agreement shall not be construed as being a continuing or permanent forbearance or waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings.

ARTICLE V: AGREEMENT CONSTRUCTION

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such term, covenant, condition or provision be reduced in scope by the court only to the extent deemed necessary by that court to render the term, covenant, condition or provision reasonable and enforceable and the remainder of the term, covenant, condition or provision of this Agreement will in no way be affected, impaired or invalidated as a result.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

The DDA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The DDA 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 DDA 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 DDA shall state in all employment advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

ARTICLE V: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of their principals hereby state that they have requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. The Resolution of the DDA Board of Directors has approval and agrees to this Debt Workout Agreement. It is attached as Exhibit B and authorizes Kevin Hawley to execute this Debt Workout 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.

This Agreement may be executed in more than one copy, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

The DDA shall not assign or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

The terms and conditions of this Agreement shall be binding upon the parties hereto, and their respective assigns and successors.

This Agreement shall be governed by the laws of the State of Wyoming. The DDA shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments.

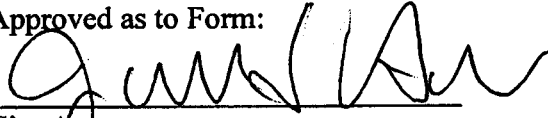
The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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.

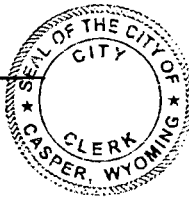
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 22nd day of December, 2020.

Approved as to Form:

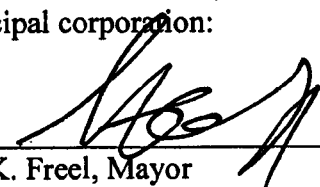

City Attorney

Attest:


Fleur Tremel, City Clerk



THE CITY OF CASPER, WYOMING
A municipal corporation:


Steven K. Freel, Mayor

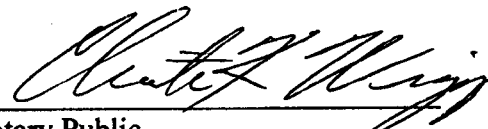
THE DOWNTOWN DEVELOPMENT
AUTHORITY OF CASPER:

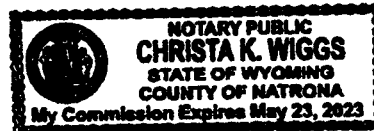

Kevin Hawley, Executive Director

STATE OF WYOMING)
)
COUNTY OF NATRONA)

Subscribed and sworn to before me by Kevin Hawley, Executive Director of the Downtown Development Authority of Casper, who states and affirms he has authority to execute this Agreement on behalf of the Downtown Development Authority this 14th day of ~~December~~, January, 2021
~~2020.~~ CV

Witness my hand and official seal.


Notary Public



My Commission Expires: 05/23/2023

DDA Fundraising through 4/30/2021

Type	Num	Date	Class	Amount
Deposit		12/22/2020	Fundraising	\$ 1,000.00
Deposit		12/22/2020	Fundraising	\$ 1,500.00
Deposit		12/22/2020	Fundraising	\$ 100.00
Deposit		12/22/2020	Fundraising	\$ 100.00
Deposit		12/24/2020	Fundraising	\$ 100.00
Deposit		12/29/2020	Fundraising	\$ 100.00
Deposit		1/4/2021	Fundraising	\$ 500.00
Deposit		1/4/2021	Fundraising	\$ 2,500.00
Deposit		1/11/2021	Fundraising	\$ 2,500.00
Deposit		1/13/2021	Fundraising	\$ 500.00
Deposit	8888	01/14/2021	Fundraising	\$ 50.00
Deposit		01/18/2021	Fundraising	\$ 15.00
Deposit		01/18/2021	Fundraising	\$ 5.00
Deposit		01/21/2021	Fundraising	\$ 25.00
Deposit		01/22/2021	Fundraising	\$ 271.00
Deposit	2851	01/22/2021	Fundraising	\$ 20.00
Deposit	6305	01/22/2021	Fundraising	\$ 500.00
Deposit	11010-25083	01/22/2021	Fundraising	\$ 500.00
Deposit	115201	01/22/2021	Fundraising	\$ 200.00
Deposit		02/01/2021	Fundraising	\$ 10.00
Deposit	2487	02/11/2021	Fundraising	\$ 148.00
Deposit	1231	02/12/2021	Fundraising	\$ 5,000.00
Deposit	3773	02/12/2021	Fundraising	\$ 2,000.00
Deposit		02/16/2021	Fundraising	\$ 15.00
Deposit		02/16/2021	Fundraising	\$ 5.00
Deposit		02/16/2021	Fundraising	\$ 50.00
Deposit		02/23/2021	Fundraising	\$ 25.00
Deposit	186182	02/23/2021	Fundraising	\$ 5,000.00
Deposit		03/03/2021	Fundraising	\$ 10.00
Deposit	1004	03/12/2021	Fundraising	\$ 2,050.00
Deposit		03/15/2021	Fundraising	\$ 15.00
Deposit		03/15/2021	Fundraising	\$ 5.00
Deposit	18188013	03/19/2021	Fundraising	\$ 200.00
Deposit		03/22/2021	Fundraising	\$ 25.00
Deposit	8129	04/12/2021	Fundraising	\$ 5,000.00
Deposit	1053	04/12/2021	Fundraising	\$ 2,685.00
Deposit		04/15/2021	Fundraising	\$ 15.00
Deposit		04/15/2021	Fundraising	\$ 5.00
Deposit		04/15/2021	Fundraising	\$ 30.90
Deposit		04/16/2021	Fundraising	\$ 30.90
Deposit		04/16/2021	Fundraising	\$ 45.00
Deposit		04/16/2021	Fundraising	\$ 46.35
Deposit		04/16/2021	Fundraising	\$ 15.45
Deposit		04/16/2021	Fundraising	\$ 46.35
Deposit		04/19/2021	Fundraising	\$ 30.00
Deposit		04/20/2021	Fundraising	\$ 30.90
Deposit		04/20/2021	Fundraising	\$ 25.00
Deposit		04/20/2021	Fundraising	\$ 30.90
Deposit		04/20/2021	Fundraising	\$ 30.90
Deposit	1070	04/20/2021	Fundraising	\$ 4,830.00
Deposit	2750	04/20/2021	Fundraising	\$ 1,500.00
Deposit		04/22/2021	Fundraising	\$ 61.80
Deposit		04/22/2021	Fundraising	\$ 92.70
Deposit		04/22/2021	Fundraising	\$ 92.70
Deposit	17406	04/22/2021	Fundraising	\$ 15,000.00
				\$ 54,688.85

Type	Num	Date	Class	Amount
				\$ 14,688.85
Deposit		04/23/2021	Fundraising	\$ 46.35
Deposit		04/23/2021	Fundraising	\$ 61.80
Deposit		04/23/2021	Fundraising	\$ 30.90
Deposit		04/23/2021	Fundraising	\$ 61.80
Deposit		04/23/2021	Fundraising	\$ 30.90
Deposit		04/24/2021	Fundraising	\$ 46.35
Deposit		04/26/2021	Fundraising	\$ 1,000.00
Deposit		04/26/2021	Fundraising	\$ 75.00
Deposit		04/27/2021	Fundraising	\$ 30.00
Deposit		04/27/2021	Fundraising	\$ 100.00
Deposit		04/27/2021	Fundraising	\$ 30.00
Deposit		04/27/2021	Fundraising	\$ 1,010.00
Deposit		04/27/2021	Fundraising	\$ 150.00
Deposit		04/27/2021	Fundraising	\$ 20.60
Deposit		04/29/2021	Fundraising	\$ 25.75
Deposit		04/29/2021	Fundraising	\$ 15.45
Deposit		04/29/2021	Fundraising	\$ 51.50
Deposit		04/29/2021	Fundraising	\$ 103.00
Deposit		04/29/2021	Fundraising	\$ 10.30
Deposit		04/29/2021	Fundraising	\$ 25.75
Deposit		04/29/2021	Fundraising	\$ 103.00
Deposit		04/29/2021	Fundraising	\$ 257.50
Deposit		04/29/2021	Fundraising	\$ 250.00
Deposit		04/29/2021	Fundraising	\$ 100.00
Deposit		04/29/2021	Fundraising	\$ 20.60
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 10.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 206.00
Deposit		04/30/2021	Fundraising	\$ 20.00
Deposit		04/30/2021	Fundraising	\$ 206.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 510.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 1,010.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 10.30
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50

Deposit		04/30/2021	Fundraising	\$ 1,010.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 1,010.00
Deposit		04/30/2021	Fundraising	\$ 1,010.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 25.75
Deposit		04/30/2021	Fundraising	\$ 61.80
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 1,010.00
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 30.90
Deposit		04/30/2021	Fundraising	\$ 257.50
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 206.00
Deposit		04/30/2021	Fundraising	\$ 77.25
Deposit		04/30/2021	Fundraising	\$ 30.90
Deposit		04/30/2021	Fundraising	\$ 51.50
Deposit		04/30/2021	Fundraising	\$ 61.80
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		04/30/2021	Fundraising	\$ 15.00
Deposit		04/30/2021	Fundraising	\$ 30.90
Deposit		04/30/2021	Fundraising	\$ 15.45
Deposit		04/30/2021	Fundraising	\$ 103.00
Deposit		05/02/2021	Fundraising	\$ 51.50
Deposit		05/02/2021	Fundraising	\$ 51.50
Deposit		05/02/2021	Fundraising	\$ 100.00
Deposit		05/02/2021	Fundraising	\$ 30.90
Deposit		05/02/2021	Fundraising	\$ 30.90
Deposit		05/02/2021	Fundraising	\$ 30.90
Deposit		05/02/2021	Fundraising	\$ 77.25
Deposit		05/03/2021	Fundraising	\$ 4,243.60
Deposit		05/03/2021	Fundraising	\$ 100.00
Deposit	229	05/03/2021	Fundraising	\$ 50.00
Deposit	552	05/03/2021	Fundraising	\$ 2,500.00
Deposit	1014	05/03/2021	Fundraising	\$ 200.00
Deposit	1214	05/03/2021	Fundraising	\$ 250.00
Deposit	1527	05/03/2021	Fundraising	\$ 3,000.00
Deposit	2074	05/03/2021	Fundraising	\$ 500.00
Deposit	23644	05/03/2021	Fundraising	\$ 500.00

Deposit		05/04/2021	Fundraising	\$ 25.75
Deposit		05/04/2021	Fundraising	\$ 30.90
Deposit		05/04/2021	Fundraising	\$ 61.80
Deposit		05/04/2021	Fundraising	\$ 46.35
Deposit		05/04/2021	Fundraising	\$ 46.35
Deposit		05/04/2021	Fundraising	\$ 51.50
Deposit		05/04/2021	Fundraising	\$ 30.90
Deposit		05/04/2021	Fundraising	\$ 60.00
Deposit		05/04/2021	Fundraising	\$ 15.45
Deposit		05/04/2021	Fundraising	\$ 103.00
Deposit		05/04/2021	Fundraising	\$ 20.00
Deposit		05/04/2021	Fundraising	\$ 15.45
Deposit		05/04/2021	Fundraising	\$ 20.60
Deposit		05/04/2021	Fundraising	\$ 20.60
Deposit		05/05/2021	Fundraising	\$ 20.60
Deposit		05/05/2021	Fundraising	\$ 30.00
Deposit		05/05/2021	Fundraising	\$ 77.25
Deposit		05/05/2021	Fundraising	\$ 30.90
Deposit		05/05/2021	Fundraising	\$ 510.00
Deposit		05/05/2021	Fundraising	\$ 30.00
Deposit		05/05/2021	Fundraising	\$ 92.70
Deposit		05/05/2021	Fundraising	\$ 61.80
Deposit		05/05/2021	Fundraising	\$ 103.00
Deposit		05/05/2021	Fundraising	\$ 30.90
Deposit		05/05/2021	Fundraising	\$ 30.90
Deposit	1663	05/05/2021	Fundraising	\$ 1,000.00
Deposit	3058	05/05/2021	Fundraising	\$ 1,000.00
Deposit	4353	05/05/2021	Fundraising	\$ 500.00
Deposit	8254	05/05/2021	Fundraising	\$ 500.00
Deposit		05/07/2021	Fundraising	\$ 15.45
Deposit		05/07/2021	Fundraising	\$ 15.45
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/07/2021	Fundraising	\$ 92.70
Deposit		05/07/2021	Fundraising	\$ 46.75
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/07/2021	Fundraising	\$ 77.25
Deposit		05/07/2021	Fundraising	\$ 75.00
Deposit		05/07/2021	Fundraising	\$ 51.50
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/07/2021	Fundraising	\$ 51.50
Deposit		05/07/2021	Fundraising	\$ 51.50
Deposit		05/07/2021	Fundraising	\$ 92.70
Deposit		05/07/2021	Fundraising	\$ 30.90
Deposit		05/10/2021	Fundraising	\$ 2,334.83
Deposit		05/10/2021	Fundraising	\$ 175.03

Deposit		05/10/2021	Fundraising	\$ 103.00
Deposit		05/10/2021	Fundraising	\$ 51.50
Deposit		05/10/2021	Fundraising	\$ 51.50
Deposit		05/10/2021	Fundraising	\$ 51.50
Deposit		05/10/2021	Fundraising	\$ 103.00
Deposit	1053	05/10/2021	Fundraising	\$ 1,500.00
Deposit	3103	05/10/2021	Fundraising	\$ 1,000.00
Deposit	4093	05/10/2021	Fundraising	\$ 50.00
Deposit	4164	05/10/2021	Fundraising	\$ 250.00
Deposit	36364	05/10/2021	Fundraising	\$ 3,110.00
Deposit		05/11/2021	Fundraising	\$ 930.14
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 15.45
Deposit		05/11/2021	Fundraising	\$ 1,000.00
Deposit		05/11/2021	Fundraising	\$ 15.45
Deposit		05/11/2021	Fundraising	\$ 61.80
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 46.35
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 61.80
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 15.00
Deposit		05/11/2021	Fundraising	\$ 25.75
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 30.00
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 51.50
Deposit		05/11/2021	Fundraising	\$ 61.80
Deposit		05/11/2021	Fundraising	\$ 46.35
Deposit		05/11/2021	Fundraising	\$ 30.00
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 46.35
Deposit		05/11/2021	Fundraising	\$ 30.90
Deposit		05/11/2021	Fundraising	\$ 51.50
Deposit		05/11/2021	Fundraising	\$ 103.00
Deposit		05/11/2021	Fundraising	\$ 103.00
Deposit		05/12/2021	Fundraising	\$ 30.90
Deposit		05/13/2021	Fundraising	\$ 30.90
Deposit		05/13/2021	Fundraising	\$ 51.50
Deposit		05/13/2021	Fundraising	\$ 51.50
Deposit		05/13/2021	Fundraising	\$ 61.80
Deposit		05/13/2021	Fundraising	\$ 5.00
Deposit		05/13/2021	Fundraising	\$ 15.00
Deposit		05/13/2021	Fundraising	\$ 61.80

Deposit		05/17/2021	Fundraising	\$ 50.00
Deposit	1013	05/17/2021	Fundraising	\$ 620.00
Deposit	3860	05/17/2021	Fundraising	\$ 50.00
Deposit	11836	05/17/2021	Fundraising	\$ 100.00
Deposit		05/18/2021	Fundraising	\$ 103.00
Deposit		05/19/2021	Fundraising	\$ 51.50
Deposit	1136	05/19/2021	Fundraising	\$ 500.00
Deposit	11045188	05/19/2021	Fundraising	\$ 2,000.00
Deposit		05/20/2021	Fundraising	\$ 25.00
Deposit		05/20/2021	Fundraising	\$ 51.50
Deposit		05/20/2021	Fundraising	\$ 51.50
Deposit	3609	05/20/2021	Fundraising	\$ 1,000.00
Deposit	40380	05/20/2021	Fundraising	\$ 1,000.00
Deposit		05/22/2021	Fundraising	\$ 51.50
Deposit		05/22/2021	Fundraising	\$ 92.70
Deposit		05/22/2021	Fundraising	\$ 60.00
Deposit		05/26/2021	Fundraising	\$ 57.66
Deposit		05/26/2021	Fundraising	\$ 57.66
Deposit		05/26/2021	Fundraising	\$ 154.50
Deposit		06/09/2021	Fundraising	\$ 30.00
Deposit		06/09/2021	Fundraising	\$ 30.00
Deposit	1354	06/09/2021	Fundraising	\$ 2,205.00
Deposit	1916 & 1918	06/09/2021	Fundraising	\$ 260.00
Deposit		06/10/2021	Fundraising	\$ 1,025.00
Deposit	2352	06/10/2021	Fundraising	\$ 180.00
				66,354.32

DDA Fundraising as of August 31, 2021

Type	Num	Date	Class	Amount
				\$ 6,354.32
Deposit	8160	06/10/2021	Fundraising	100,000.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	90.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	500.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	60.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	123.60
Deposit		06/11/2021	Fundraising	92.70
Deposit		06/11/2021	Fundraising	60.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	30.90
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	123.60
Deposit		06/11/2021	Fundraising	30.90
Deposit		06/11/2021	Fundraising	60.00
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/11/2021	Fundraising	30.90
Deposit		06/11/2021	Fundraising	92.70
Deposit		06/11/2021	Fundraising	61.80
Deposit		06/13/2021	Fundraising	1,173.85
Deposit		06/13/2021	Fundraising	57.66
Deposit		06/14/2021	Fundraising	61.80
Deposit		06/14/2021	Fundraising	61.80
Deposit		06/14/2021	Fundraising	61.80
Deposit	1923	06/14/2021	Fundraising	100.00
Deposit	183820264	06/14/2021	Fundraising	100.00
Deposit		06/15/2021	Fundraising	115.32
Deposit		06/15/2021	Fundraising	15.00
Deposit		06/15/2021	Fundraising	5.00
Deposit		06/15/2021	Fundraising	61.80
Deposit		06/15/2021	Fundraising	636.00
Deposit	2956	06/15/2021	Fundraising	100.00
Deposit	3158	06/15/2021	Fundraising	20,000.00
Deposit	1875387	06/15/2021	Fundraising	2,980.00
Deposit		06/16/2021	Fundraising	61.80
Deposit		06/17/2021	Fundraising	2,659.94

Deposit		06/17/2021	Fundraising	60.00
Deposit		06/17/2021	Fundraising	92.70
Deposit		06/17/2021	Fundraising	510.00
Deposit		06/17/2021	Fundraising	61.80
Deposit		06/18/2021	Fundraising	61.80
Deposit		06/18/2021	Fundraising	123.60
Deposit		06/19/2021	Fundraising	90.00
Deposit		06/19/2021	Fundraising	61.80
Deposit		06/19/2021	Fundraising	61.80
Deposit		06/19/2021	Fundraising	30.90
Deposit		06/19/2021	Fundraising	61.80
Deposit		06/20/2021	Fundraising	115.32
Deposit		06/20/2021	Fundraising	25.00
Deposit		06/20/2021	Fundraising	90.00
Deposit		06/20/2021	Fundraising	61.80
Deposit		06/21/2021	Fundraising	6,663.00
Deposit		06/21/2021	Fundraising	500.00
Deposit		06/21/2021	Fundraising	50.00
Deposit		06/21/2021	Fundraising	200.00
Deposit		06/21/2021	Fundraising	30.00
Deposit		06/21/2021	Fundraising	30.00
Deposit		06/21/2021	Fundraising	30.90
Deposit		06/21/2021	Fundraising	30.90
Deposit		06/21/2021	Fundraising	61.80
Deposit		06/21/2021	Fundraising	30.90
Deposit		06/21/2021	Fundraising	90.00
Deposit		06/21/2021	Fundraising	30.90
Deposit		06/21/2021	Fundraising	61.80
Deposit		06/22/2021	Fundraising	115.32
Deposit		06/22/2021	Fundraising	61.80
Deposit		06/22/2021	Fundraising	92.70
Deposit		06/22/2021	Fundraising	61.80
Deposit		06/22/2021	Fundraising	61.80
Deposit		06/22/2021	Fundraising	30.90
Deposit		06/22/2021	Fundraising	30.90
Deposit		06/23/2021	Fundraising	57.96
Deposit		06/23/2021	Fundraising	30.00
Deposit		06/23/2021	Fundraising	123.60
Deposit		06/23/2021	Fundraising	30.00
Deposit		06/23/2021	Fundraising	61.80
Deposit		06/23/2021	Fundraising	61.80
Deposit		06/23/2021	Fundraising	60.00
Deposit		06/23/2021	Fundraising	30.90
Deposit		06/23/2021	Fundraising	30.00
Deposit		06/23/2021	Fundraising	61.80
Deposit		06/23/2021	Fundraising	92.70
Deposit		06/23/2021	Fundraising	61.80

Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	30.90
Deposit		06/25/2021	Fundraising	30.90
Deposit		06/25/2021	Fundraising	30.90
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	30.90
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	60.00
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/25/2021	Fundraising	61.80
Deposit		06/27/2021	Fundraising	104.09
Deposit		06/27/2021	Fundraising	8,232.20
Deposit		06/27/2021	Fundraising	636.16
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	92.70
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	92.70
Deposit		06/27/2021	Fundraising	92.70
Deposit		06/27/2021	Fundraising	60.00
Deposit		06/27/2021	Fundraising	61.80
Deposit		06/27/2021	Fundraising	60.00
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	123.60
Deposit		06/27/2021	Fundraising	61.80
Deposit		06/27/2021	Fundraising	61.80
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	61.80
Deposit		06/27/2021	Fundraising	30.90
Deposit		06/27/2021	Fundraising	61.80
Deposit		06/28/2021	Fundraising	100.00
Deposit		06/28/2021	Fundraising	30.00
Deposit		06/28/2021	Fundraising	30.00
Deposit		06/28/2021	Fundraising	30.00
Deposit		06/28/2021	Fundraising	30.00
Deposit		06/28/2021	Fundraising	30.00
Deposit		06/28/2021	Fundraising	90.00
Deposit		06/28/2021	Fundraising	710.00
Deposit		06/28/2021	Fundraising	5,136.00
Deposit		06/28/2021	Fundraising	150.00
Deposit	273	06/28/2021	Fundraising	100.00
Deposit	1031	06/28/2021	Fundraising	3,000.00

Deposit	2958	06/28/2021	Fundraising	100.00
Deposit	19525079	06/28/2021	Fundraising	4,000.00
Deposit		06/29/2021	Fundraising	172.98
Deposit		07/02/2021	Fundraising	30.00
Deposit		07/02/2021	Fundraising	30.00
Deposit		07/02/2021	Fundraising	216.00
Deposit		07/02/2021	Fundraising	57.66
Deposit	1210	07/02/2021	Fundraising	350.00
Deposit		07/04/2021	Fundraising	167.76
Deposit		07/04/2021	Fundraising	28.83
Deposit		07/05/2021	Fundraising	86.49
Deposit		07/07/2021	Fundraising	28.83
Deposit		07/11/2021	Fundraising	2,453.73
Deposit		07/12/2021	Fundraising	86.49
Deposit		07/12/2021	Fundraising	28.83
Deposit		07/12/2021	Fundraising	86.49
Deposit		07/12/2021	Fundraising	86.79
Deposit		07/13/2021	Fundraising	3,003.00
Deposit		07/13/2021	Fundraising	30.00
Deposit	121	07/13/2021	Fundraising	1,000.00
Deposit	1017	07/13/2021	Fundraising	200.00
Deposit	2960	07/13/2021	Fundraising	100.00
Deposit		07/15/2021	Fundraising	15.00
Deposit		07/15/2021	Fundraising	5.00
Deposit		07/18/2021	Fundraising	86.49
Deposit		07/18/2021	Fundraising	115.32
Deposit		07/18/2021	Fundraising	86.49
Deposit		07/18/2021	Fundraising	57.66
Deposit		07/18/2021	Fundraising	57.66
Deposit		07/20/2021	Fundraising	25.00
Deposit		07/22/2021	Fundraising	30.00
Deposit	1097	07/22/2021	Fundraising	30.00
Deposit	37139	07/22/2021	Fundraising	1,200.00
Deposit		07/25/2021	Fundraising	1,144.89
Deposit		07/25/2021	Fundraising	28.83
Deposit		07/25/2021	Fundraising	86.49
Deposit		07/26/2021	Fundraising	2,021.00
Deposit	2113	07/26/2021	Fundraising	150.00
Deposit	2966	07/26/2021	Fundraising	25.00
Deposit	11111	07/27/2021	Fundraising	100.00
Deposit		07/28/2021	Fundraising	60.00
Deposit	092	07/28/2021	Fundraising	30.00
Deposit	1547	07/28/2021	Fundraising	100.00
Deposit	11485	07/28/2021	Fundraising	750.00
Deposit		08/01/2021	Fundraising	86.49
Deposit		08/01/2021	Fundraising	28.83
Deposit		08/02/2021	Fundraising	57.66

Deposit		08/03/2021	Fundraising	115.32
Deposit		08/04/2021	Fundraising	60.00
Deposit		08/04/2021	Fundraising	90.00
Deposit		08/04/2021	Fundraising	57.66
Deposit	092	08/04/2021	Fundraising	30.00
Deposit	094	08/04/2021	Fundraising	30.00
Deposit	1547	08/04/2021	Fundraising	100.00
Deposit	11485	08/04/2021	Fundraising	750.00
Deposit	14755	08/04/2021	Fundraising	1,500.00
Deposit		08/06/2021	Fundraising	28.83
Deposit		08/06/2021	Fundraising	63.76
Deposit		08/09/2021	Fundraising	96.80
Deposit		08/09/2021	Fundraising	57.66
Deposit		08/10/2021	Fundraising	201.81
Deposit		08/11/2021	Fundraising	100.00
Deposit	1122	08/11/2021	Fundraising	100.00
Deposit	5197	08/11/2021	Fundraising	100.00
Deposit	11111	08/11/2021	Fundraising	100.00
Deposit		08/15/2021	Fundraising	86.49
Deposit		08/15/2021	Fundraising	678.55
Deposit		08/16/2021	Fundraising	100.00
Deposit		08/16/2021	Fundraising	28.83
Deposit		08/16/2021	Fundraising	15.00
Deposit		08/16/2021	Fundraising	5.00
Deposit		08/17/2021	Fundraising	86.49
Deposit		08/20/2021	Fundraising	60.00
Deposit		08/20/2021	Fundraising	60.00
Deposit	5040	08/20/2021	Fundraising	300.00
Deposit	10971	08/20/2021	Fundraising	15,000.00
Deposit		08/23/2021	Fundraising	3,947.00
Deposit		08/23/2021	Fundraising	1,378.00
Deposit		08/23/2021	Fundraising	509.00
Deposit		08/23/2021	Fundraising	50.00
Deposit		08/23/2021	Fundraising	125.00
Deposit		08/23/2021	Fundraising	100.00
Deposit	1157	08/23/2021	Fundraising	100.00
Deposit	1507	08/23/2021	Fundraising	100.00
Deposit	5130	08/23/2021	Fundraising	100.00
Deposit	8687077	08/23/2021	Fundraising	100.00
Deposit		08/24/2021	Fundraising	1,110.00
Deposit		08/24/2021	Fundraising	100.00
Deposit	2124	08/24/2021	Fundraising	250.00
Deposit	2345	08/24/2021	Fundraising	50.00

\$ 216,949.23