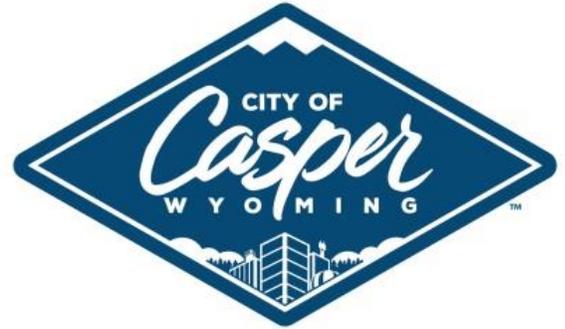


# COUNCIL MEETING AGENDA

Casper City Council  
City Hall, Council Chambers  
Tuesday, October 20, 2020, 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.\**

**COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: [CouncilComments@casperwy.gov](mailto:CouncilComments@casperwy.gov)**

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE OCTOBER 6, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 17, 2020
  4. CONSIDERATION OF MINUTES OF THE OCTOBER 6, 2020 EXECUTIVE SESSION – PERSONNEL
  5. CONSIDERATION OF BILLS AND CLAIMS
  6. COMMUNICATIONS
    - A. From Persons Present
  7. ESTABLISH DATE OF PUBLIC HEARINGS
    - A. Consent
      1. Establish November 3, 2020, as the Public Hearing Date for Consideration of:
        - a. **Massage Therapy License and Permit Ordinance**
          1. Remove from the Table
          2. Establish the Public Hearing Date
        - b. Transfer of Ownership for **Retail Liquor License No. 32** Roaring 22, LLC d/b/a **The Gaslight Social**, Located at 314 West Midwest Avenue.
8. THIRD READING ORDINANCES
  - A. Amending Section 2.60.050 to the **Code of Ethics** of the Casper Municipal Code.
    1. Communications from Persons Present
  - B. **Vacation of a 0.017-Acre Portion** of a **Public Right of Way** Located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White’s Addition.
    1. Communications from Persons Present
9. SECOND READING ORDINANCE
  - A. Amending Ordinance No. 18-17, a **Franchise Granting an Electric Utility Easement** to PacifiCorp, an Oregon Corporation, doing Business as **Rocky Mountain Power**.
    1. Communications from Persons Present

## 10. RESOLUTIONS

### A. Consent

1. Authorizing a Contract between the **Casper Area Metropolitan Planning Organization and Moore & Associates, Inc.** for the **Five-Year Transit Strategic Development Plan and Transit Marketing Plan**, in an Amount not to Exceed \$98,068.
2. Authorizing a Contract between the **Casper Area Metropolitan Organization (MPO), Environmental Systems Research Institute, Inc. (ESRI) Enterprise Municipal and County Government License Agreement (ELA) Renewal Amendment.**
3. Authorizing a Contract between the **Casper Metropolitan Planning Organization (MPO) and HDR Engineering, Inc.** for the **Public Participation Plan**, in an Amount not to Exceed \$75,000.
4. Granting an Energy Efficient Commercial Building Deduction to **GSG Architecture** as part of the **Casper Fire-EMS Station No. 5 Project.**
5. Approving the **Temporary Extension of Hours of Operation** for all **Liquor License Holders** on **Saturday October 31, 2020.**
6. Authorizing an Agreement with **Westnet, Inc.**, in the Amount of \$77,113.64, for the **Fire Station No. 1 Alerting System Project.**

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

## 12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, November 3, 2020– Council Chambers

6:00 p.m. Tuesday, November 17, 2020 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, October 27, 2020 – Council Chambers

4:30 p.m. Tuesday, November 10, 2020– Council Chambers

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
October 6, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 6, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Johnson, Lutz, Pacheco, Powell and Mayor Freel. Absent: Councilmember Huber.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, excuse the absence of Councilmember Huber. Motion passed.

2. PLEDGE OF ALLEGIANCE

Councilmember Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the September 15, 2020, regular Council meeting, as published in the Casper-Star Tribune on September 23, 2020. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Bates, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the September 15, 2020, executive session. Motion passed.

5. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to, by minute action, approve the minutes of the September 29, 2020, special Council meeting, as published in the Casper-Star Tribune on October 4, 2020. Motion passed.

6. BILLS & CLAIMS

Moved by Councilmember Pacheco, seconded by Councilmember Powell, to, by minute action, approve payment of the October 6, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 10/06/20		
19thHole	Services	2,610.00
71Const	Services	3,948.73
AMBI	Services	1,541.75
AAALndscp	Services	2,807.96
AakerSgns	Goods	199.50
AccentPkg	Goods	2,547.43
AceHrdwr	Goods	468.13
Adecco	Services	1,716.90
ADeniz	Reimb	130.49
AhernRntls	Services	412.50
Airgas	Goods	334.04

AlSCO	Services	1,608.90
AMartinez	Reimb	150.00
AmSgnl	Goods	3,320.00
AmeriTech	Goods	775.39
Amerigas	Goods	462.61
AnchorElect	Services	5,103.50
AnixterInc	Goods	99.56
ARSFlood	Services	1,852.00
AtlnticElect	Services	950.00
AtlasOffice	Goods	1,307.29
AtlasRepro	Services	159.83
B&BSales	Goods	70.00
BackflowApp	Goods	547.65
BAllen	Reimb	150.00
BnkofAmerica	Goods	108,227.57
BigWind	Services	30.00
BHEnergy	Utilities	14,346.50
Bloedorn	Goods	383.44
Bobcat	Services	174.00
BrakeSpplly	Goods	938.67
Brenntag	Goods	123,003.96
CarusCorp	Services	8,964.00
CATC	Funding	147,166.16
CsprElect	Services	4,216.00
CsprHsing	Funding	30,931.66
CsprSftballAssoc	Refund	500.00
CsprStarTrib	Services	9,247.21
CsprTire	Services	220.00
CsprWnlnsn	Goods	5,365.30
CntrlWYRegWtr	Services	26,538.00
CenturyLink	Utilities	20,015.60
CH2Mhill	Services	4,487.82
CtyofCspr	Services	163,198.04
CMITeco	Goods	19,790.39
CommTech	Goods	943.50
Comtrnx	Goods	1,068.00
Convergeone	Services	5,948.99
CPotter	Reimb	107.09
CpprlfCstm	Services	13,282.60
CPU	Utilities	149.06
CrmeSenInfo	Services	109.87
CrwnConst	Services	103,546.90
CrnElect	Goods	609.14
CSCnslt	Services	585.00
DLodenConst	Services	94,890.75

Dell	Goods	181.52
DennisSply	Goods	325.31
DKelly	Refund	1,200.00
DPCInd	Goods	15,337.91
EKbczCnslt	Services	1,172.10
EnergyLbs	Services	2,076.00
EngDsgn	Services	3,382.50
FirstData	Services	19.95
Fugro	Goods	4,154.21
GCBldg	Goods	596.76
Galls	Goods	1,931.55
Golder	Services	58,525.51
Grainger	Goods	743.57
GrizzlyExc	Services	1,557.68
HaassConst	Services	75,833.49
Hach	Goods	2,329.00
HDREng	Services	12,025.18
HerculesInd	Goods	256.76
HighPlnsConst	Services	220,790.00
Homax	Goods	1,560.89
InbergMiller	Services	2,767.00
InlandTrck	Goods	225.03
JacksTrck	Goods	46.44
JBrown	Reimb	98.00
JDCInvst	Services	500.00
JKCEng	Services	195.00
JScott	Reimb	7.19
KnifeRiver	Goods	31,880.45
KPatrick	Reimb	393.71
KPietrzak	Refund	500.00
KTWO	Services	500.00
Kubwater	Goods	11,237.70
LNCrts	Goods	158,720.00
Lisas	Services	1,440.00
LongBldg	Goods	985.30
MBrugardt	Reimb	200.00
MblCnrt	Goods	1,994.35
MtnFlw	Goods	1,431.94
Motorola	Goods	48,180.28
MtnStatesLitho	Services	958.65
MtnStatesPipe	Goods	19,322.75
MtnWst	Utilities	3,500.00
MSEC	Services	12,343.00
Napa	Goods	84,631.41
NCHCorp	Goods	750.00

NCHlth	Services	425.00
NCShrf	Services	99,464.76
Norcostco	Goods	62,172.75
NrthrnLights	Goods	1,400.00
NWContractors	Services	172.20
OneCall	Services	105.75
OpenGov	Services	9,828.00
OvrhdDr	Services	34.44
Pantheon	Goods	371.88
PCN	Goods	1,485.33
Pepsi	Goods	132.10
Prntwrks	Services	1,619.03
PrfClng	Services	1,395.00
RckyMtnAir	Services	10,508.53
RckyMtnPwr	Utilities	267,770.73
RdlphBros	Services	220.00
RtrSwrSvc	Services	4,157.73
Saltus	Services	382.00
SDunnuck	Reimb	110.22
ShtMtlSpec	Services	364,233.25
ShrwnWllms	Goods	173.82
ShosoneDist	Goods	1,241.50
SiruisWr	Services	3,247.48
SoftDr	Goods	204.85
SShipman	Reimb	150.00
StofWy-Notary	Services	60.00
StofWy	Services	6,191.75
StellarProg	Services	5,872.50
StrlingInfo	Services	663.86
SJohnston	Services	100.00
Swi	Services	89,664.35
TGracia	Reimb	150.00
Thatcher	Goods	8,896.14
TopOffice	Goods	117.40
Treto	Services	526,093.70
TriStateOil	Services	787.50
Trihydro	Services	437.50
TylerTech	Goods	25,110.00
TZagrabelny	Refund	500.00
Uniforms2gr	Goods	531.12
Verizon	Services	4,940.37
VermeerSls	Goods	5,544.71
VRCCo	Goods	494.99
WynClmnCnst	Services	53,946.22
WearPrts	Goods	17.93

WstPlnsEng	Services	1,000.00
WWCEng	Services	6,256.25
WLCEng	Services	8,164.75
Wamcat	Dues	65.00
Wydot	Services	34.65
WyMach	Goods	5,750.50
WyLwVltg	Goods	1,880.00
WYStAud	Services	14,044.33
WyStGlfAssoc	Dues	667.00
WySteel	Goods	10,039.90
Xerox	Services	243.18
Total		3,338,339.42

7. COMMUNICATIONS FROM PERSONS PRESENT

Gabriel Green, 1320 ½ Oak, addressed Council and requested that Council have a plan in place for the community because of potential civil discord over the presidential election.

8.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the amendment to the franchise with Rocky Mountain Power.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated September 24, 2020. Acting City Manager Pitlick provided a brief report.

There being no one to speak for or against the issues involving the franchise, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 23-20  
AN ORDINANCE AMENDING ORDINANCE NO. 18-17, A  
FRANCHISE GRANTING AN ELECTRIC UTILITY  
EASEMENT TO PACIFICORP, AN OREGON CORPORATION,  
DOING BUSINESS AS ROCKY MOUNTAIN POWER.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Powell. Councilmember Johnson voted nay. Motion passed.

8.B PUBLIC HEARING - RESOLUTION

Mayor Freel opened the public hearing for the consideration of fiscal year 2021 budget amendment #2.

City Attorney Henley entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated September 23, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 24, 2020. Acting City Manager Pitlick provided a brief report.

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

Following resolution read:

RESOLUTION NO. 20-186  
A RESOLUTION AMENDING THE CURRENT BUDGET FOR  
THE FISCAL YEAR ENDING JUNE 30, 2021.

Councilmember Bates presented the foregoing resolution for adoption. Seconded by Councilmember Powell. Motion passed.

9.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 21-20  
AN ORDINANCE AMENDING SECTION 2.60.050 TO THE  
CODE OF ETHICS OF THE CASPER MUNICIPAL CODE.

Councilmember Hopkins presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Johnson.

Cheryl Hackett, 4441 Moose, addressed Council and provided additional recommendations to improve the code of ethics.

Councilmember Pacheco asked the City Attorney for his thoughts on the ordinance. City Attorney spoke on the strengths of the ordinance and addressed some options Council could consider if they wished to include some things suggested by Ms. Hackett. Council discussed the ordinance. During the discussion, City Manager Napier joined the meeting.

Councilmember Bates moved to amend the ordinance to include part of proposed amendment 2, which was included in the September 22 work session packet. The amendment would allow a citizen or citizens to bring forward a concern about a conflict of interest and would require the governing body to respond to the report. The initial report would not require the disclosure of all relevant facts. Seconded by Councilmember Powell. Council then discussed the following: possible routing of the concerns; confidentiality; public meeting requirements; the amount of information to be disclosed to the reporting citizen; and the need for an outside party to handle internal complaints. City Attorney Henley and City Manager Napier addressed questions presented by Council.

Councilmember Powell suggested that the amendment could indicate that after a Councilmember receives a complaint, the information would be forwarded to the Mayor, who would then respond to the reporting citizen. Councilmembers discussed possible ways to respond to the reporting citizen, the obligation to respond to a complaint, and ways to appropriately route the complaint. Mayor Freel confirmed that Councilmember Bates accepted the suggestion made by Councilmember Powell to have the Mayor or Vice Mayor acknowledge receipt of the complaint rather than notifying all of Council. City Attorney Henley summarized the proposed amendment. Council voted on the amendment. Councilmember Hopkins voted nay. Motion to amend passed. Council then voted on the ordinance, on second reading, as amended. Councilmember Hopkins voted nay. Motion passed.

9.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 22-20

AN ORDINANCE APPROVING THE VACATION OF A 0.017-ACRE PORTION OF PUBLIC RIGHT OF WAY (ALLEY) LOCATED BETWEEN LOT 17, NATRONA HEIGHTS RE-SUBDIVISION AND LOT 4 OF WHITE’S ADDITION.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Hopkins.

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

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-187

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN UPDATE PROJECT.

RESOLUTION NO. 20-188

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A FIRE LINE TO THE BLACK HILLS ENERGY FACILITY AT 1435 E. YELLOWSTONE HWY.

RESOLUTION NO. 20-189

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY TO INSTALL GROUNDWATER MONITORING WELLS ON CITY OWNED PROPERTY.

RESOLUTION NO. 20-190

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH UV DOCTOR LAMPS, LLC FOR ULTRAVIOLET LAMPS AND QUARTZ SLEEVES FOR USE AT THE WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 20-191

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPER ELECTRIC, INC. FOR THE CASPER EVENTS CENTER FIRE ALARM REPLACEMENT, PROJECT NO. 17-073.

RESOLUTION NO. 20-192

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH THE BABCOCK FAMILY TRUST.

RESOLUTION NO. 20-193

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CITY SERVICE ELECTRIC COMPANY, INC., FOR THE BALLFIELD LIGHTING REPLACEMENTS - PHASE I, PROJECT NO. 20-018.

RESOLUTION NO. 20-194

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE GOODSTEIN PARKING LOT IMPROVEMENTS, PROJECT NO. 20-011.

RESOLUTION NO. 20-195

A RESOLUTION AUTHORIZING AMENDMENT NO. I TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR MONITORING AND REPORTING OF NEW METHANE AND GROUNDWATER WELLS AS PART OF THE 5-YEAR CASPER CLOSED BALEFILL MONITORING AND REPORTING, PROJECT NO. 18-005.

RESOLUTION NO. 20-196

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

RESOLUTION NO. 20-197

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND WESTERN RESEARCH AND DEVELOPMENT, LTD. FOR THE LATHROP ROAD TRAFFIC STUDY IN AN AMOUNT OF \$77,133.00.

RESOLUTION NO. 20-198

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TROOPERS DRUM AND BUGLE CORPS, INC., AND THE CITY OF CASPER FOR THE FORT CASPAR FLOWER GARDEN PROJECT.

RESOLUTION NO. 20-199

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CASPER HOUSING AUTHORITY'S (CHA CARES) APPLICATION TO THE COMMUNITY WINS GRANT PROGRAM TO SUPPORT TRANSITIONAL HOUSING ON THE LIFE STEPS CAMPUS.

RESOLUTION NO. 20-200

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE WYOMING GAME AND FISH COMMISSION AND THE CITY OF CASPER.

RESOLUTION NO. 20-201

A RESOLUTION AUTHORIZING AN AGREEMENT FOR WATER SERVICE BETWEEN THE CITY OF CASPER, VISTA WEST WATER COMPANY, AND FREDERICK J. SCHOTT, JR.

Councilmember Hopkins presented the foregoing fifteen (15) resolutions for adoption. Seconded by Councilmember Johnson. Councilmember Bates voted nay on Resolution No. 20-201. Motion passed.

11. MINUTE ACTION— CONSENT

Moved by Councilmember Cathey, seconded by Vice Mayor Lutz, to, by consent minute action, authorize the reappointments of current board members Tim Schenk, Nicholas Grooms and William Reese to the Downtown Development Authority Board of Directors; and authorize the appointment of Dr. Matthew Wold to the Casper Natrona County Health Department Board. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and community items of interest. Councilmember Johnson asked about arrest logs, which Police Captain Chaney addressed. Mayor Freel requested Council consider the following two topics at a work session: a long-term City business plan; and poor contractor performance.

13. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 13, 2020, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 20, 2020, in the Council Chambers.

At 7:44 p.m., it was moved Councilmember Cathey, seconded by Councilmember Bates, to adjourn into executive session to discuss personnel. Motion passed.

At 8:16 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the executive session. Motion passed.

14. ADJOURNMENT

At 8:17 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

# City of Casper - Bills and Claims for October 20, 2020

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim 2020008	\$530.20
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<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$530.20</i>
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<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$530.20</b>
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## 307 WINDOWS LLC

307 WINDOWS LLC	Hogadon - Operations	Window cleaning	\$3,645.00
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<i>307 WINDOWS LLC - Total For Hogadon - Operations</i>			<i>\$3,645.00</i>
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<b>307 WINDOWS LLC - ALL DEPARTMENTS</b>			<b>\$3,645.00</b>
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## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	K Street Phase 2A Construction	216,690.24
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71 CONSTRUCTION, INC	Capital Projects Fund	Midwest Elm to Walnut Construc	\$98,020.89
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<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$314,711.13</i>
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71 CONSTRUCTION, INC	Hogadon - Operations	Stone for shop	\$194.67
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71 CONSTRUCTION, INC	Hogadon - Operations	Stone slope drain n shop doors	\$509.04
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<i>71 CONSTRUCTION, INC - Total For Hogadon - Operations</i>			<i>\$703.71</i>
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$483.14
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$251.14
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$256.36
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$242.44
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$362.50
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71 CONSTRUCTION, INC	Streets	1/2" HOT MAX ASPHALT	\$363.66
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71 CONSTRUCTION, INC	Streets	1/2 HOT MIX ASPHALT	\$236.06
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASHPALT	\$243.02
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71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$380.48
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<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$2,818.80</i>
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<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$318,233.64</b>
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## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage	\$0.70
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<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			\$0.70
A.M.B.I. & SHIPPING,	City Attorney	Postage	\$48.15
<i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>			\$48.15
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Bulk Postage	\$46.42
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			\$46.42
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$1.20
<i>A.M.B.I. &amp; SHIPPING, - Total For Health Insurance Fund</i>			\$1.20
A.M.B.I. & SHIPPING,	Hogadon - Operations	Shipping Postage	\$16.55
<i>A.M.B.I. &amp; SHIPPING, - Total For Hogadon - Operations</i>			\$16.55
A.M.B.I. & SHIPPING,	Parks - Parks Maint.	Postage fee	\$1.90
<i>A.M.B.I. &amp; SHIPPING, - Total For Parks - Parks Maint.</i>			\$1.90
A.M.B.I. & SHIPPING,	Planning	Postage application fee	\$11.85
<i>A.M.B.I. &amp; SHIPPING, - Total For Planning</i>			\$11.85
A.M.B.I. & SHIPPING,	Police Administration	Postage - shipping	\$356.00
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Administration</i>			\$356.00
A.M.B.I. & SHIPPING,	Rec Center - Admin	Postage Fee	\$10.30
<i>A.M.B.I. &amp; SHIPPING, - Total For Rec Center - Admin</i>			\$10.30
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$44.25
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			\$44.25
A.M.B.I. & SHIPPING,	Risk Management	100 Emergency Response Guide booklets	\$200.00
A.M.B.I. & SHIPPING,	Risk Management	100 Emergency Response Guide booklets	\$303.22
<i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i>			\$503.22
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,040.54</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing	\$630.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal &amp; Landfill</i>			\$630.00
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$630.00</b>

## ADBAY.COM

ADBAY.COM	Police Administration	Adbay contract for recruitment	\$5,350.00
<i>ADBAY.COM - Total For Police Administration</i>			\$5,350.00
ADBAY.COM	River Volunteer Events	City of Casper landing page updates	\$450.00
<i>ADBAY.COM - Total For River Volunteer Events</i>			\$450.00

**ADBAY.COM - ALL DEPARTMENTS** \$5,800.00

**ADECCO USA, INC.**

ADECCO USA, INC.	Balefill - Disposal & Landfill	Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Temp Services	\$465.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	Temp Labor	\$552.90
ADECCO USA, INC.	Balefill - Disposal & Landfill	EMPLOYMENT SERVICES	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Temp Labor	\$582.00

*ADECCO USA, INC. - Total For Balefill - Disposal & Landfill* \$2,764.50

**ADECCO USA, INC. - ALL DEPARTMENTS** \$2,764.50

**ADVANCED TRAFFIC PRO**

ADVANCED TRAFFIC PRO	Capital Projects Fund	Wavetronix Click 650's	\$25,200.00
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*ADVANCED TRAFFIC PRO - Total For Capital Projects Fund* \$25,200.00

**ADVANCED TRAFFIC PRO - ALL DEPARTMENTS** \$25,200.00

**AECOM TECHNICAL SERV**

AECOM TECHNICAL SERV	Metropolitan Planning Org	Aerial Flight QAQC	\$9,980.00
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*AECOM TECHNICAL SERV - Total For Metropolitan Planning Org* \$9,980.00

**AECOM TECHNICAL SERV - ALL DEPARTMENTS** \$9,980.00

**AIRGAS USA LLC**

AIRGAS USA LLC	Balefill - Baler Processing	SAFETY SUPPLIES	\$141.48
AIRGAS USA LLC	Balefill - Baler Processing	HAZZARD CLASS	\$685.50
AIRGAS USA LLC	Balefill - Baler Processing	Hazmat charge	\$141.48

*AIRGAS USA LLC - Total For Balefill - Baler Processing* \$968.46

AIRGAS USA LLC	Balefill - Disposal & Landfill	GLOVES	\$708.44
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AIRGAS USA LLC	Balefill - Disposal & Landfill	SAFETY VESTS	\$192.00
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AIRGAS USA LLC	Balefill - Disposal & Landfill	PPE	\$25.10
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AIRGAS USA LLC	Balefill - Disposal & Landfill	SAFETY SUPPLIES	\$176.04
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*AIRGAS USA LLC - Total For Balefill - Disposal & Landfill* \$1,101.58

AIRGAS USA LLC	Police Federal Grants	Uniforms	\$523.40
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*AIRGAS USA LLC - Total For Police Federal Grants* \$523.40

AIRGAS USA LLC	Refuse - Recycling	SUPPLIES	\$34.72
<i>AIRGAS USA LLC - Total For Refuse - Recycling</i>			<i>\$34.72</i>
AIRGAS USA LLC	Refuse - Residential	SAFETY SUPPLIES	\$225.24
AIRGAS USA LLC	Refuse - Residential	SUPPLIES	\$1,949.00
AIRGAS USA LLC	Refuse - Residential	OXY ACETYLENE HOSES	\$1,761.53
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$3,935.77</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$6,563.93</b>

## AIRGAS USA, LLC

AIRGAS USA, LLC	Buildings & Structures Fund	Supplies for BAS assistance with Outside Pool Re	\$42.58
<i>AIRGAS USA, LLC - Total For Buildings &amp; Structures Fund</i>			<i>\$42.58</i>
<b>AIRGAS USA, LLC - ALL DEPARTMENTS</b>			<b>\$42.58</b>

## ALLEN INSPECTION SER

ALLEN INSPECTION SER	Hogadon - Operations	Annual Chairlift Grip inspection	\$432.60
<i>ALLEN INSPECTION SER - Total For Hogadon - Operations</i>			<i>\$432.60</i>
<b>ALLEN INSPECTION SER - ALL DEPARTMENTS</b>			<b>\$432.60</b>

## ALL-OUT-FIRE EXT

ALL-OUT-FIRE EXT	Refuse - Commercial	Replacement	\$30.00
<i>ALL-OUT-FIRE EXT - Total For Refuse - Commercial</i>			<i>\$30.00</i>
<b>ALL-OUT-FIRE EXT - ALL DEPARTMENTS</b>			<b>\$30.00</b>

## ALLURETECH

ALLURETECH	Miller St. Dormitory	Monthly internet service	\$42.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$42.00</i>
<b>ALLURETECH - ALL DEPARTMENTS</b>			<b>\$42.00</b>

## ALSCO

ALSCO	Balefill - Baler Processing	WORK CLOTHES	\$138.26
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$138.26</i>
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50

ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	Mats	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50

*ALSCO - Total For Balefill - Disposal & Landfill* \$481.50

ALSCO	Police Federal Grants	Services	\$15.00
ALSCO	Police Federal Grants	Laundry	\$15.00

*ALSCO - Total For Police Federal Grants* \$30.00

ALSCO	Streets	Uniforms	\$98.24
ALSCO	Streets	Uniforms	\$98.24
ALSCO	Streets	Uniforms	\$98.24
ALSCO	Streets	Uniforms	\$98.24
ALSCO	Streets	Uniforms	\$98.24

*ALSCO - Total For Streets* \$491.20

**ALSCO - ALL DEPARTMENTS** \$1,140.96

## ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY	\$123.10
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*ALSCO INC. - Total For Regional Water Operations* \$123.10

ALSCO INC.	Sewer Wastewater Collection	Laundry and towels	\$267.20
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*ALSCO INC. - Total For Sewer Wastewater Collection* \$267.20

ALSCO INC.	WWTP Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$655.85
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*ALSCO INC. - Total For WWTP Operations* \$655.85

**ALSCO INC. - ALL DEPARTMENTS** \$1,046.15

## AMAZON.COM MU50J5142

AMAZON.COM MU50J5142	Parks - Parks Maint.	Planters for service center	\$194.50
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*AMAZON.COM MU50J5142 - Total For Parks - Parks Maint.* \$194.50

**AMAZON.COM MU50J5142 - ALL DEPARTMENTS** \$194.50

## AMAZON.COM MU6CY7ZI0

AMAZON.COM MU6CY7ZI0	Weed & Pest Fund	Weedeater string	\$29.55
<i>AMAZON.COM MU6CY7ZI0 - Total For Weed &amp; Pest Fund</i>			<i>\$29.55</i>
<b>AMAZON.COM MU6CY7ZI0 - ALL DEPARTMENTS</b>			<b>\$29.55</b>

## AMAZON.COM MU8Z86QN1

AMAZON.COM MU8Z86QN1	Parks - Parks Maint.	Sod roller	\$129.00
<i>AMAZON.COM MU8Z86QN1 - Total For Parks - Parks Maint.</i>			<i>\$129.00</i>
<b>AMAZON.COM MU8Z86QN1 - ALL DEPARTMENTS</b>			<b>\$129.00</b>

## AMAZON.COM MV5GE2YLO

AMAZON.COM MV5GE2YLO	Police Administration	ethernet ports	\$264.09
<i>AMAZON.COM MV5GE2YLO - Total For Police Administration</i>			<i>\$264.09</i>
<b>AMAZON.COM MV5GE2YLO - ALL DEPARTMENTS</b>			<b>\$264.09</b>

## AMERICAN SOCIETY OF

AMERICAN SOCIETY OF	Risk Management	Annual Membership for the American Society of	\$11.52
AMERICAN SOCIETY OF	Risk Management	Annual Membership for the American Society of	\$183.48
<i>AMERICAN SOCIETY OF - Total For Risk Management</i>			<i>\$195.00</i>
<b>AMERICAN SOCIETY OF - ALL DEPARTMENTS</b>			<b>\$195.00</b>

## AMERICANA SOUVENIERS

AMERICANA SOUVENIERS	General Fund Revenue	Assorted souvenirs for resale in museum store	\$523.38
<i>AMERICANA SOUVENIERS - Total For General Fund Revenue</i>			<i>\$523.38</i>
<b>AMERICANA SOUVENIERS - ALL DEPARTMENTS</b>			<b>\$523.38</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane/hazmat fee	\$237.58
AMERIGAS - CASPER	Balefill - Baler Processing	PROPANE BALER BUILDING FORKLIFT	\$231.25
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$468.83</i>

**AMERIGAS - CASPER - ALL DEPARTMENTS** \$468.83

**AMZN Mktp US**

AMZN Mktp US Police Administration replacement propellers for drone \$28.88

AMZN Mktp US Police Administration batteries for drone \$594.00

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*AMZN Mktp US - Total For Police Administration* \$622.88

AMZN Mktp US Weed & Pest Fund Weedeater string \$30.64

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*AMZN Mktp US - Total For Weed & Pest Fund* \$30.64

**AMZN Mktp US - ALL DEPARTMENTS** \$653.52

**ARCHITECTURALGLAZING**

ARCHITECTURALGLAZING Buildings & Structures Fund Repair switch for automatic door at Aquatics Ce \$299.08

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*ARCHITECTURALGLAZING - Total For Buildings & Structures Fund* \$299.08

**ARCHITECTURALGLAZING - ALL DEPARTMENTS** \$299.08

**AT&T 051221271100**

AT&T 051221271100 Public Safety Communication long distance at dispatch \$128.87

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*AT&T 051221271100 - Total For Public Safety Communications* \$128.87

**AT&T 051221271100 - ALL DEPARTMENTS** \$128.87

**AT&T BILL PAYMENT**

AT&T BILL PAYMENT Streets Payment for 2 Traffic tablets \$80.08

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*AT&T BILL PAYMENT - Total For Streets* \$80.08

**AT&T BILL PAYMENT - ALL DEPARTMENTS** \$80.08

**ATCO MANUFACTURING C**

ATCO MANUFACTURING C WWTP Operations Degreaser \$67.00

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*ATCO MANUFACTURING C - Total For WWTP Operations* \$67.00

**ATCO MANUFACTURING C - ALL DEPARTMENTS** \$67.00

**ATLANCO WEB**

ATLANCO WEB	Police Administration	swat pants for inclement weather	\$215.92
<i>ATLANCO WEB - Total For Police Administration</i>			<i>\$215.92</i>
<b>ATLANCO WEB - ALL DEPARTMENTS</b>			<b>\$215.92</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$69.91
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$7.90
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$77.81</i>
ATLAS OFFICE PRODUCT	Customer Service	DOWNSTAIRS PRINTER CARTRIDGES/INFO DESK	\$90.82
ATLAS OFFICE PRODUCT	Customer Service	LEGAL AND LETTER SIZE PAPER/CORR TAPE/FOL	\$67.25
ATLAS OFFICE PRODUCT	Customer Service	PAPER	\$20.10
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$178.17</i>
ATLAS OFFICE PRODUCT	Finance	DOWNSTAIRS PRINTER CARTRIDGES/INFO DESK	\$36.33
ATLAS OFFICE PRODUCT	Finance	PAPER	\$20.09
ATLAS OFFICE PRODUCT	Finance	LEGAL AND LETTER SIZE PAPER/CORR TAPE/FOL	\$238.74
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$295.16</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Archival materials for collections	\$53.64
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Refund for items on back order	(\$21.66)
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$31.98</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	DOWNSTAIRS PRINTER CARTRIDGES/INFO DESK	\$36.33
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER	\$20.09
ATLAS OFFICE PRODUCT	Health Insurance Fund	LEGAL AND LETTER SIZE PAPER/CORR TAPE/FOL	\$67.24
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$123.66</i>
ATLAS OFFICE PRODUCT	Human Resources	PAPER	\$20.09
ATLAS OFFICE PRODUCT	Human Resources	DOWNSTAIRS PRINTER CARTRIDGES/INFO DESK	\$36.34
ATLAS OFFICE PRODUCT	Human Resources	LEGAL AND LETTER SIZE PAPER/CORR TAPE/FOL	\$67.25
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$123.68</i>
ATLAS OFFICE PRODUCT	Police Administration	Office Products	\$383.87
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$77.06
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$578.00
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$460.14
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$986.77
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$2,485.84</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Office Products	\$227.25
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$227.25</i>

ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$74.60
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$19.65
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$94.25</i>
ATLAS OFFICE PRODUCT	Risk Management	LEGAL AND LETTER SIZE PAPER/CORR TAPE/FOL	\$67.25
ATLAS OFFICE PRODUCT	Risk Management	PAPER	\$20.10
ATLAS OFFICE PRODUCT	Risk Management	DOWNSTAIRS PRINTER CARTRIDGES/INFO DESK	\$36.33
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$123.68</i>
ATLAS OFFICE PRODUCT	Water Distribution	VELCRO	\$19.14
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$19.14</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$3,780.62</b>

### ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Copies/lamination	\$63.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			<i>\$63.00</i>
ATLAS REPRODUCTION	Police Administration	Services	\$114.07
ATLAS REPRODUCTION	Police Administration	Services	\$66.24
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$180.31</i>
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$243.31</b>

### AUTOZONE #1293

AUTOZONE #1293	Police Administration	headlight for unit 237	\$7.34
<i>AUTOZONE #1293 - Total For Police Administration</i>			<i>\$7.34</i>
<b>AUTOZONE #1293 - ALL DEPARTMENTS</b>			<b>\$7.34</b>

### AXIS HOTEL

AXIS HOTEL	Police Administration	room during recruitment trip	\$123.51
<i>AXIS HOTEL - Total For Police Administration</i>			<i>\$123.51</i>
<b>AXIS HOTEL - ALL DEPARTMENTS</b>			<b>\$123.51</b>

### B & B RUBBER STAMP S

B & B RUBBER STAMP S	Police Administration	notary stamp	\$42.95
B & B RUBBER STAMP S	Police Administration	notary stamp	\$27.95
B & B RUBBER STAMP S	Police Administration	notary stamp	\$42.95

B & B RUBBER STAMP S	Police Administration	notary stamp	\$27.95
<i>B &amp; B RUBBER STAMP S - Total For Police Administration</i>			<i>\$141.80</i>
<b>B &amp; B RUBBER STAMP S - ALL DEPARTMENTS</b>			<b>\$141.80</b>

## B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	Gems S028975-CIA Chiller Repla	\$2,526.71
B32 ENGINEERING GROU	Capital Projects Fund	Gems S028975-CIA Chiller Repla	\$10,903.23
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$13,429.94</i>
<b>B32 ENGINEERING GROU - ALL DEPARTMENTS</b>			<b>\$13,429.94</b>

## BAG WEST, INC.

BAG WEST, INC.	Balefill - Disposal & Landfill	HEAVY DUTY PLASTIC BAGS FOR LANDFILL	\$14,400.00
<i>BAG WEST, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$14,400.00</i>
<b>BAG WEST, INC. - ALL DEPARTMENTS</b>			<b>\$14,400.00</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Ice Arena - Operations	Dasherboard Drills and Player Bench Anchors	\$49.57
BAILEYS ACE HDWE	Ice Arena - Operations	Bench Bolts	\$15.10
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$64.67</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Copies of keys	\$29.47
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$29.47</i>
BAILEYS ACE HDWE	Weed & Pest Fund	Hose fitting for new Sprayer	\$6.18
<i>BAILEYS ACE HDWE - Total For Weed &amp; Pest Fund</i>			<i>\$6.18</i>
BAILEYS ACE HDWE	WWTP Operations	Hose adaptors	\$16.77
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$16.77</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$117.09</b>

## BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	Tire repair	\$559.00
BIG HORN TIRE	Balefill - Disposal & Landfill	FOAM FILLED TIRESFOR 950 LOADERS	\$22,826.76
BIG HORN TIRE	Balefill - Disposal & Landfill	Tire labor	\$500.00
BIG HORN TIRE	Balefill - Disposal & Landfill	tire labor	\$218.00
BIG HORN TIRE	Balefill - Disposal & Landfill	mount/dismount	\$301.00

<i>BIG HORN TIRE - Total For Balefill - Disposal &amp; Landfill</i>			\$24,404.76
<b>BIG HORN TIRE - ALL DEPARTMENTS</b>			<b>\$24,404.76</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Regional Water Operations	7513 1659 94	\$1,663.10
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$1,663.10</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$1,663.10</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Tank Rentals	\$63.00
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$63.00</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$63.00</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Balefill - Baler Processing	Supplies for Miller House Remodel	\$44.99
<i>BLOEDORN LUMBER CASP - Total For Balefill - Baler Processing</i>			<i>\$44.99</i>
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$44.99</b>

## BRAKE SUPPLY COMPANY

BRAKE SUPPLY COMPANY	Balefill - Baler Processing	Pump	\$890.36
<i>BRAKE SUPPLY COMPANY - Total For Balefill - Baler Processing</i>			<i>\$890.36</i>
<b>BRAKE SUPPLY COMPANY - ALL DEPARTMENTS</b>			<b>\$890.36</b>

## BRIDGER STEEL CASPER

BRIDGER STEEL CASPER	Property Insurance Fund	Supplies for Water Department Door repair	\$93.44
BRIDGER STEEL CASPER	Property Insurance Fund	Supplies for Water Department Overhead Door	\$18.06
BRIDGER STEEL CASPER	Property Insurance Fund	Supplies for Water Department Overhead Door	\$18.06
<i>BRIDGER STEEL CASPER - Total For Property Insurance Fund</i>			<i>\$129.56</i>
<b>BRIDGER STEEL CASPER - ALL DEPARTMENTS</b>			<b>\$129.56</b>

## BUDGET.COM PREPAY RE

BUDGET.COM PREPAY RE	Police Administration	rent car for pre hire background	\$171.54
<i>BUDGET.COM PREPAY RE - Total For Police Administration</i>			<i>\$171.54</i>
<b>BUDGET.COM PREPAY RE - ALL DEPARTMENTS</b>			<b>\$171.54</b>

## CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Metro Animal Control	leashes for APOs	\$139.02
<i>CAMPBELL PET COMPANY - Total For Metro Animal Control</i>			<i>\$139.02</i>
<b>CAMPBELL PET COMPANY - ALL DEPARTMENTS</b>			<b>\$139.02</b>

## CAROLINA SOFTWARE

CAROLINA SOFTWARE	Balefill - Disposal & Landfill	Software Support	\$450.00
CAROLINA SOFTWARE	Balefill - Disposal & Landfill	Software Support	\$250.00
<i>CAROLINA SOFTWARE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$700.00</i>
<b>CAROLINA SOFTWARE - ALL DEPARTMENTS</b>			<b>\$700.00</b>

## CASEYS ROCK FALLS

CASEYS ROCK FALLS	Police Administration	fuel for rent car	\$55.42
<i>CASEYS ROCK FALLS - Total For Police Administration</i>			<i>\$55.42</i>
<b>CASEYS ROCK FALLS - ALL DEPARTMENTS</b>			<b>\$55.42</b>

## CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - CARES Act	Cares act CATC expenses	173,601.89
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$173,601.89</i>
CASPER AREA TRANSPOR	CATC - Operations	Operating assistance	\$369.17
CASPER AREA TRANSPOR	CATC - Operations	Emergency relief	\$16,066.51
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$16,435.68</i>
<b>CASPER AREA TRANSPOR - ALL DEPARTMENTS</b>			<b>\$190,037.57</b>

## CASPER COLLEGE

CASPER COLLEGE	Police Administration	microsoft excel kelsey	\$85.00
CASPER COLLEGE	Police Administration	microsoft excel basic bev	\$85.00
<i>CASPER COLLEGE - Total For Police Administration</i>			<i>\$170.00</i>

**CASPER COLLEGE - ALL DEPARTMENTS** \$170.00

## CASPER ELECTRIC, INC

CASPER ELECTRIC, INC Perpetual Care Building Trust CEC Fire Alarm Replacement \$94,500.00

*CASPER ELECTRIC, INC - Total For Perpetual Care Building Trust* \$94,500.00

**CASPER ELECTRIC, INC - ALL DEPARTMENTS** \$94,500.00

## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI Capital Projects Fund 11 fire extinguishers \$726.00

*CASPER FIRE EXTINGUI - Total For Capital Projects Fund* \$726.00

**CASPER FIRE EXTINGUI - ALL DEPARTMENTS** \$726.00

## CASPER NATRONA COUNT

CASPER NATRONA COUNT Social Community Services Tax revenues (city) 128,250.00

*CASPER NATRONA COUNT - Total For Social Community Services* \$128,250.00

**CASPER NATRONA COUNT - ALL DEPARTMENTS** \$128,250.00

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE Buildings & Structures Fund Posting for Stuckenhoff Painting Project RFP \$160.84

CASPER STAR TRIBUNE Buildings & Structures Fund Posting for Metro Boiler replacement RFP \$157.82

*CASPER STAR TRIBUNE - Total For Buildings & Structures Fund* \$318.66

**CASPER STAR TRIBUNE - ALL DEPARTMENTS** \$318.66

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Capital Projects Fund Standard advertisement for bid \$637.56

CASPER STAR-TRIBUNE, Capital Projects Fund Notice of Final Payment \$215.80

CASPER STAR-TRIBUNE, Capital Projects Fund Notice of Final Pay \$227.86

CASPER STAR-TRIBUNE, Capital Projects Fund Standard Advertisement \$609.12

*CASPER STAR-TRIBUNE, - Total For Capital Projects Fund* \$1,690.34

CASPER STAR-TRIBUNE, City Clerk Council Proceedings \$247.46

*CASPER STAR-TRIBUNE, - Total For City Clerk* \$247.46

CASPER STAR-TRIBUNE, Planning Notice \$114.72

<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			\$114.72
CASPER STAR-TRIBUNE,	Traffic Control	Notice of final payment to con	\$223.12
<i>CASPER STAR-TRIBUNE, - Total For Traffic Control</i>			\$223.12
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$2,275.64</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	Boot repair garbage truck	\$53.00
CASPER TIRE	Refuse - Commercial	semi flat	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			\$88.00
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$88.00</b>

## CASPER WELLS PRODUCT

CASPER WELLS PRODUCT	Buildings & Structures Fund	Sand for new Marion Kreiner Baby pool filter	\$33.08
<i>CASPER WELLS PRODUCT - Total For Buildings &amp; Structures Fund</i>			\$33.08
<b>CASPER WELLS PRODUCT - ALL DEPARTMENTS</b>			<b>\$33.08</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies for Marion Kreiner Baby Pool Boiler Re	\$97.20
CASPER WINNELSON CO	Buildings & Structures Fund	Return of valve for Parking Structure restrooms	(\$210.27)
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies for Marion Kreiner Baby Pool Boiler Re	\$28.90
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			(\$84.17)
CASPER WINNELSON CO	Capital Projects Fund	Valve for sink in Parking Garage Restroom	\$719.86
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			\$719.86
CASPER WINNELSON CO	WWTP Operations	Adaptor	\$23.79
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			\$23.79
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$659.48</b>

## CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	parking for pre hire trip	\$25.00
<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			\$25.00
<b>CASPER/NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$25.00</b>

## 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>			\$7,290.25
<b>CENTRAL WY. RESCUE M - ALL DEPARTMENTS</b>			<b>\$7,290.25</b>

## CENTURYLINK

CENTURYLINK	Metro Animal Shelter	P-307-234-8116 403M	\$153.68
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$153.68
CENTURYLINK	Municipal Court	307-234-6291 349B	\$24.57
<i>CENTURYLINK - Total For Municipal Court</i>			\$24.57
CENTURYLINK	Sewer Wastewater Collection	307 -234-6303 407B	\$66.98
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$66.98
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$245.23</b>

## CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$4,250.00
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			\$4,250.00
<b>CHILD DEVELOPMENT CE - ALL DEPARTMENTS</b>			<b>\$4,250.00</b>

## CHILDREN'S ADVOCACY

CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's Advo	\$6,916.65
CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's Advo	\$6,916.65
<i>CHILDREN'S ADVOCACY - Total For Capital Projects Fund</i>			\$13,833.30
<b>CHILDREN'S ADVOCACY - ALL DEPARTMENTS</b>			<b>\$13,833.30</b>

## CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Services	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$18.00
CITY OF CASPER	Parks - Parks Maint.	services	\$95.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			\$95.00
CITY OF CASPER	Police Animal Control	August PSCC Charges	\$6,223.92
<i>CITY OF CASPER - Total For Police Animal Control</i>			\$6,223.92

CITY OF CASPER	Refuse - Residential	Services	\$6,536.67
CITY OF CASPER	Refuse - Residential	Services	\$6,120.66
CITY OF CASPER	Refuse - Residential	Services	\$8,104.56
CITY OF CASPER	Refuse - Residential	Services	\$7,853.13
CITY OF CASPER	Refuse - Residential	Services	\$380.46
CITY OF CASPER	Refuse - Residential	Services	\$6,272.79
CITY OF CASPER	Refuse - Residential	Services	\$6,517.80
CITY OF CASPER	Refuse - Residential	Services	\$7,368.12
CITY OF CASPER	Refuse - Residential	Services	\$6,596.49
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$55,750.68</i>
CITY OF CASPER	Regional Water Operations	Services	\$124.50
CITY OF CASPER	Regional Water Operations	Balefill	\$18.00
CITY OF CASPER	Regional Water Operations	Services	\$24.56
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$167.06</i>
CITY OF CASPER	Sewer Wastewater Collection August PSCC		\$207.53
<i>CITY OF CASPER - Total For Sewer Wastewater Collection</i>			<i>\$207.53</i>
CITY OF CASPER	Water Distribution	August PSCC	\$207.54
<i>CITY OF CASPER - Total For Water Distribution</i>			<i>\$207.54</i>
CITY OF CASPER	WWTP Operations	Services	\$128.01
CITY OF CASPER	WWTP Operations	Services	\$104.04
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$232.05</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$62,901.78</b>

## CITYOFSTLOUIS-PARKIN

CITYOFSTLOUIS-PARKIN	Police Administration	pre hire background trip parking	\$2.00
<i>CITYOFSTLOUIS-PARKIN - Total For Police Administration</i>			<i>\$2.00</i>
<b>CITYOFSTLOUIS-PARKIN - ALL DEPARTMENTS</b>			<b>\$2.00</b>

## CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Sewer Wastewater Collection	GemsS028991-Poplar & 1st St In	\$7,183.17
<i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i>			<i>\$7,183.17</i>
CIVIL ENGINEERING PR	Water Distribution	GemsS028991-Poplar & 1st St In	\$4,022.58
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$4,022.58</i>
CIVIL ENGINEERING PR	Water Tanks	Gems S028733 - CY Booster Stat	\$25,220.11

CIVIL ENGINEERING PR - Total For Water Tanks \$25,220.11

**CIVIL ENGINEERING PR - ALL DEPARTMENTS \$36,425.86**

**CKO WWW.ISTOCKPHOTO.**

CKO WWW.ISTOCKPHOTO. Refuse - Recycling COMMERCIAL PHOTOGRAPHY, ART, AND GRAP \$40.00

CKO WWW.ISTOCKPHOTO. - Total For Refuse - Recycling \$40.00

**CKO WWW.ISTOCKPHOTO. - ALL DEPARTMENTS \$40.00**

**CMI TECO, INC.**

CMI TECO, INC. Refuse - Commercial Service on unit #222286 \$2,767.35

CMI TECO, INC. Refuse - Commercial check engine light \$516.15

CMI TECO, INC. - Total For Refuse - Commercial \$3,283.50

**CMI TECO, INC. - ALL DEPARTMENTS \$3,283.50**

**COCA COLA BOTTLING C**

COCA COLA BOTTLING C Balefill - Disposal & Landfill DRINKING WATER FOR SCALE HOUSE CUSTOME \$23.25

COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill \$23.25

COCA COLA BOTTLING C Metro Animal Shelter water \$22.75

COCA COLA BOTTLING C - Total For Metro Animal Shelter \$22.75

**COCA COLA BOTTLING C - ALL DEPARTMENTS \$46.00**

**COMMISSION ON ACCRED**

COMMISSION ON ACCRED Police Administration CALEA \$1,900.00

COMMISSION ON ACCRED - Total For Police Administration \$1,900.00

**COMMISSION ON ACCRED - ALL DEPARTMENTS \$1,900.00**

**COMMUNICATION TECHNO**

COMMUNICATION TECHNO Police Administration Uniforms \$990.00

COMMUNICATION TECHNO Police Administration Sent radio to factory repair \$685.71

COMMUNICATION TECHNO - Total For Police Administration \$1,675.71

**COMMUNICATION TECHNO - ALL DEPARTMENTS \$1,675.71**

## COMTRONIX, INC.

COMTRONIX, INC.	Fleet Maintenance Fund	Services	\$168.00
<i>COMTRONIX, INC. - Total For Fleet Maintenance Fund</i>			<i>\$168.00</i>
COMTRONIX, INC.	Hogadon - Operations	Fire Monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Police Administration	Alarm Service	\$132.00
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$132.00</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$483.00</b>

## CONVERGEONE

CONVERGEONE	Ice Arena - Operations	Network Data Switch for new CIA Ice Chiller Syst	\$1,784.45
<i>CONVERGEONE - Total For Ice Arena - Operations</i>			<i>\$1,784.45</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$1,784.45</b>

## COTTAGE CAFE

COTTAGE CAFE	Police Grants Fund	meth conference monthly lunch	\$137.00
<i>COTTAGE CAFE - Total For Police Grants Fund</i>			<i>\$137.00</i>
<b>COTTAGE CAFE - ALL DEPARTMENTS</b>			<b>\$137.00</b>

## COURTYARD BY MARRIOT

COURTYARD BY MARRIOT	Police Administration	room stay while on pre hire background trip	\$127.65
COURTYARD BY MARRIOT	Police Administration	room while traveling for pre hire background	\$134.68
<i>COURTYARD BY MARRIOT - Total For Police Administration</i>			<i>\$262.33</i>
<b>COURTYARD BY MARRIOT - ALL DEPARTMENTS</b>			<b>\$262.33</b>

## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Buildings & Structures Fund	Supplies for Marion Kreiner Baby Pool Boiler Re	\$71.69
<i>CPS DISTRIBUTORS - Total For Buildings &amp; Structures Fund</i>			<i>\$71.69</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Paint for Locates	\$85.89
CPS DISTRIBUTORS	Parks - Parks Maint.	Quick coupler for blowout	\$64.27
CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for Highland Park	\$80.97
CPS DISTRIBUTORS	Parks - Parks Maint.	Heads for Event Center	\$456.75

CPS DISTRIBUTORS	Parks - Parks Maint.	Replacement Valve for Matt Campfield	\$121.10
CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for Event Center	\$92.13
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Highland 3	\$28.69
CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for the Event Center	\$367.48
CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for Event Center	\$305.88
CPS DISTRIBUTORS	Parks - Parks Maint.	Case of I-20 heads for stock	\$277.97
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Event Center	\$35.07
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Soccer	\$109.95
CPS DISTRIBUTORS	Parks - Parks Maint.	Rainbird valve diaphragms	\$77.00
CPS DISTRIBUTORS	Parks - Parks Maint.	Nipples and risers	\$5.58
CPS DISTRIBUTORS	Parks - Parks Maint.	Chlorine and bromine for frog pond and some p	\$282.08
CPS DISTRIBUTORS	Parks - Parks Maint.	Valves for Event Center	\$529.60
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$2,920.41</i>
<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>			<b>\$2,992.10</b>

## CPU IIT

CPU IIT	Information Services	Print Head for IT Plotter	\$429.00
<i>CPU IIT - Total For Information Services</i>			<i>\$429.00</i>
CPU IIT	Police Administration	security keys	\$169.90
<i>CPU IIT - Total For Police Administration</i>			<i>\$169.90</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$598.90</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Replacement light switch for Fire Station 3	\$5.66
CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lighting repair parts for Service Center	\$148.92
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$154.58</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$154.58</b>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	2020 2nd Street Concrete Repai	\$80,545.00
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$80,545.00</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$80,545.00</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	RWS - Booster Stations	Credit for return from 2212169-00	(\$21.50)
CRUM ELECTRIC SUPPLY	RWS - Booster Stations	Box Cover for Zero Road	\$176.32
<i>CRUM ELECTRIC SUPPLY - Total For RWS - Booster Stations</i>			<i>\$154.82</i>
CRUM ELECTRIC SUPPLY	Water Tanks	PRATT BOOSTER PUMP #2	\$45.93
<i>CRUM ELECTRIC SUPPLY - Total For Water Tanks</i>			<i>\$45.93</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$200.75</b>

## CUBICLE KEYS

CUBICLE KEYS	Police Administration	cubicle cabinet keys	\$21.00
<i>CUBICLE KEYS - Total For Police Administration</i>			<i>\$21.00</i>
<b>CUBICLE KEYS - ALL DEPARTMENTS</b>			<b>\$21.00</b>

## DANA KEPNER CO.

DANA KEPNER CO.	Parks - Parks Maint.	Irrigation repair Soccer	\$103.86
<i>DANA KEPNER CO. - Total For Parks - Parks Maint.</i>			<i>\$103.86</i>
DANA KEPNER CO.	Water Distribution	PUSH-ON VALVE W/BOLTS FOR A & LOWELL	\$750.00
<i>DANA KEPNER CO. - Total For Water Distribution</i>			<i>\$750.00</i>
<b>DANA KEPNER CO. - ALL DEPARTMENTS</b>			<b>\$853.86</b>

## DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Water Distribution	Ford repair Clamp	\$325.00
<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>			<i>\$325.00</i>
<b>DANA KEPNER CO. OF W - ALL DEPARTMENTS</b>			<b>\$325.00</b>

## DATAMARS

DATAMARS	Metro Animal Shelter	microchips	\$1,722.65
<i>DATAMARS - Total For Metro Animal Shelter</i>			<i>\$1,722.65</i>
<b>DATAMARS - ALL DEPARTMENTS</b>			<b>\$1,722.65</b>

## DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	managed account	\$3,847.08
<i>DAVIDSON FIXED INCOM - Total For Weed &amp; Pest Fund</i>			<i>\$3,847.08</i>
<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>			<b>\$3,847.08</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Cemetery	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$104.65
DBC IRRIGATION SUPPL	Cemetery	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$31.34
<i>DBC IRRIGATION SUPPL - Total For Cemetery</i>			<i>\$135.99</i>
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland 3	\$11.88
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland	\$18.20
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland	\$49.65
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation rebuild at Highland 3	\$611.59
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland PARk	\$7.59
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$698.91</i>
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$834.90</b>

## DELL MARKETING LP

DELL MARKETING LP	City Attorney	ACROBAT PRO DC Renewals (City Attorney's Offi	\$726.08
<i>DELL MARKETING LP - Total For City Attorney</i>			<i>\$726.08</i>
DELL MARKETING LP	Customer Service	4 Computers, 12 monitors, and 2 phones for CS	\$1,520.32
<i>DELL MARKETING LP - Total For Customer Service</i>			<i>\$1,520.32</i>
DELL MARKETING LP	Engineering	Adobe Acrobat Pro for Alex Sveda & Terry Cotte	\$363.04
<i>DELL MARKETING LP - Total For Engineering</i>			<i>\$363.04</i>
DELL MARKETING LP	Finance	Adobe Pro for Pete Meyers - License Renewal	\$181.52
<i>DELL MARKETING LP - Total For Finance</i>			<i>\$181.52</i>
DELL MARKETING LP	Fire-EMS Administration	Adobe Acrobat Pro Subscription Renewal	\$181.52
<i>DELL MARKETING LP - Total For Fire-EMS Administration</i>			<i>\$181.52</i>
DELL MARKETING LP	Planning	Acrobat Pro Renewal for Dee Hardy	\$181.52
<i>DELL MARKETING LP - Total For Planning</i>			<i>\$181.52</i>
DELL MARKETING LP	Police Administration	order acrobat for contractor computer	\$181.52
DELL MARKETING LP	Police Administration	VLA Acrobat Pro DC and VLA Creative Cloud	\$3,285.26
<i>DELL MARKETING LP - Total For Police Administration</i>			<i>\$3,466.78</i>
DELL MARKETING LP	Risk Management	Adobe Acrobat Subscription renewal	\$181.52
<i>DELL MARKETING LP - Total For Risk Management</i>			<i>\$181.52</i>

DELL MARKETING LP	Water Administration	Acrobat Pro DC License Renewal	\$181.52
<i>DELL MARKETING LP - Total For Water Administration</i>			<i>\$181.52</i>
DELL MARKETING LP	Water Distribution	Adobe Acrobat Subscription Renewal	\$181.52
<i>DELL MARKETING LP - Total For Water Distribution</i>			<i>\$181.52</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$7,165.34</b>

## DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Administration	Registry Screenings	\$40.00
<i>DEPT. OF FAMILY SVCS - Total For Police Administration</i>			<i>\$40.00</i>
DEPT. OF FAMILY SVCS	Police Federal Grants	Registry Screenings	\$50.00
<i>DEPT. OF FAMILY SVCS - Total For Police Federal Grants</i>			<i>\$50.00</i>
<b>DEPT. OF FAMILY SVCS - ALL DEPARTMENTS</b>			<b>\$90.00</b>

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Paramount EXT Satin	\$33.29
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$33.29</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$33.29</b>

## DLT SOLUTIONS

DLT SOLUTIONS	Engineering	Subscription renewal	\$4,559.00
<i>DLT SOLUTIONS - Total For Engineering</i>			<i>\$4,559.00</i>
DLT SOLUTIONS	Information Services	Subscription Renewal	\$1,139.74
<i>DLT SOLUTIONS - Total For Information Services</i>			<i>\$1,139.74</i>
DLT SOLUTIONS	Parks - Parks Maint.	Renewal subscription	\$569.88
<i>DLT SOLUTIONS - Total For Parks - Parks Maint.</i>			<i>\$569.88</i>
DLT SOLUTIONS	Weed & Pest Fund	Subscription renewal	\$569.88
<i>DLT SOLUTIONS - Total For Weed &amp; Pest Fund</i>			<i>\$569.88</i>
<b>DLT SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$6,838.50</b>

## DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Buildings & Structures Fund	Replacement doors for Salt Dome	\$1,185.00
<i>DOORWAYS OF WYOMING - Total For Buildings &amp; Structures Fund</i>			<i>\$1,185.00</i>

**DOORWAYS OF WYOMING - ALL DEPARTMENTS**

\$1,185.00

**DTV DIRECTV SERVICE**

DTV DIRECTV SERVICE	Public Safety Communication	command bus service	\$104.39
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<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>			<i>\$104.39</i>
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**DTV DIRECTV SERVICE - ALL DEPARTMENTS**

\$104.39

**EB INC**

EB INC	Balefill - Disposal & Landfill	FERTLIZER EARLY FALL	\$125.00
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EB INC	Balefill - Disposal & Landfill	FALL WINTERIZER	\$125.00
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<i>EB INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$250.00</i>
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**EB INC - ALL DEPARTMENTS**

\$250.00

**ECONOMIC DEVELOPMENT**

ECONOMIC DEVELOPMENT	Social Community Services	Funding	\$86,603.25
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<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$86,603.25</i>
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**ECONOMIC DEVELOPMENT - ALL DEPARTMENTS**

\$86,603.25

**EDEN K-9 CONSULTING**

EDEN K-9 CONSULTING	Police Administration	KATS Platinum - 4 dogs	\$522.00
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<i>EDEN K-9 CONSULTING - Total For Police Administration</i>			<i>\$522.00</i>
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**EDEN K-9 CONSULTING - ALL DEPARTMENTS**

\$522.00

**EMERGENCY MEDICAL DI**

EMERGENCY MEDICAL DI	Fire-EMS Administration	Medical Director	\$899.40
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EMERGENCY MEDICAL DI	Fire-EMS Administration	Medical Director	\$899.40
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<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$1,798.80</i>
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**EMERGENCY MEDICAL DI - ALL DEPARTMENTS**

\$1,798.80

**EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Clothing Reimbursement	\$140.63
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EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boot Reimbursement	\$117.12
EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$407.75</i>
EMPLOYEE REIMBURSEME	Planning	Reimburse Rotary Dues	\$228.00
<i>EMPLOYEE REIMBURSEME - Total For Planning</i>			<i>\$228.00</i>
EMPLOYEE REIMBURSEME	Police Administration	Boot Reimbursement	\$149.90
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$149.90</i>
EMPLOYEE REIMBURSEME	Refuse - Commercial	Clothing / CDL Reimbursement	\$70.85
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			<i>\$70.85</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Clothing / CDL Reimbursement	\$80.00
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$80.00</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Safety boots	\$99.99
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$99.99</i>
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection License Renewal		\$90.00
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$90.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$150.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,276.49</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water testing	\$144.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$144.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$231.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$375.00</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Testing	\$210.00
ENERGY LABRATORIES I	Water Tanks	Analysis parameter	\$210.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$210.00
ENERGY LABRATORIES I	Water Tanks	Analysis parameter	\$210.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$42.00
ENERGY LABRATORIES I	Water Tanks	Analysis Parament	\$126.00
ENERGY LABRATORIES I	Water Tanks	Analysis Parameter	\$126.00

ENERGY LABRATORIES I	Water Tanks	analysis parameter	\$42.00
ENERGY LABRATORIES I	Water Tanks	analysis parameter	\$210.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$126.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,512.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$1,512.00</b>

## ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and	\$2,562.50
ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$1,375.00
ENGINEERING DESIGN A	Capital Projects Fund	Hogadon Air Conditioning Engin	\$200.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$4,137.50</i>
<b>ENGINEERING DESIGN A - ALL DEPARTMENTS</b>			<b>\$4,137.50</b>

## ETOLL BUDGET

ETOLL BUDGET	Police Administration	e-toll	\$6.85
<i>ETOLL BUDGET - Total For Police Administration</i>			<i>\$6.85</i>
<b>ETOLL BUDGET - ALL DEPARTMENTS</b>			<b>\$6.85</b>

## EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC	Metro Animal Control	pre hire process	\$11.72
<i>EXPERIAN EXP PAY CC - Total For Metro Animal Control</i>			<i>\$11.72</i>
EXPERIAN EXP PAY CC	Police Administration	pre hire process	\$23.44
<i>EXPERIAN EXP PAY CC - Total For Police Administration</i>			<i>\$23.44</i>
<b>EXPERIAN EXP PAY CC - ALL DEPARTMENTS</b>			<b>\$35.16</b>

## FACEBK G6G6TWEYJ2

FACEBK G6G6TWEYJ2	Police Federal Grants	VW Volunteer Media Ad	\$99.99
<i>FACEBK G6G6TWEYJ2 - Total For Police Federal Grants</i>			<i>\$99.99</i>
<b>FACEBK G6G6TWEYJ2 - ALL DEPARTMENTS</b>			<b>\$99.99</b>

## FACEBK S2ARQVWJH2

FACEBK S2ARQVWJH2	Balefill - Disposal & Landfill	ADVERTISING SERVICES	\$100.00
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<i>FACEBK S2ARQVWJH2 - Total For Balefill - Disposal &amp; Landfill</i>			\$100.00
FACEBK S2ARQVWJH2	Sewer Stormwater	ADVERTISING SERVICES	\$79.00
<i>FACEBK S2ARQVWJH2 - Total For Sewer Stormwater</i>			\$79.00
<b>FACEBK S2ARQVWJH2 - ALL DEPARTMENTS</b>			<b>\$179.00</b>

## FASTENAL COMPANY

FASTENAL COMPANY	Police Federal Grants	black gloves	\$29.70
<i>FASTENAL COMPANY - Total For Police Federal Grants</i>			\$29.70
<b>FASTENAL COMPANY - ALL DEPARTMENTS</b>			<b>\$29.70</b>

## FEDEX 95990095

FEDEX 95990095	Police Administration	airbill	\$36.13
<i>FEDEX 95990095 - Total For Police Administration</i>			\$36.13
<b>FEDEX 95990095 - ALL DEPARTMENTS</b>			<b>\$36.13</b>

## FEDEX OFFIC942000094

FEDEX OFFIC942000094	Police Administration	brochures for sgt promo	\$58.51
<i>FEDEX OFFIC942000094 - Total For Police Administration</i>			\$58.51
<b>FEDEX OFFIC942000094 - ALL DEPARTMENTS</b>			<b>\$58.51</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Ammonia meter parts	\$13.01
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$13.01
FERGUSON ENTERPRISES	Water Tanks	SUNRISE II BOOSTER PUMP #3	\$1,168.61
<i>FERGUSON ENTERPRISES - Total For Water Tanks</i>			\$1,168.61
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$1,181.62</b>

## FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	vaccines for animals	\$1,350.00
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$1,350.00
<b>FIRST VETERINARY SUP - ALL DEPARTMENTS</b>			<b>\$1,350.00</b>

## FISH WINDOW CLEANING

FISH WINDOW CLEANING	Hogadon - Operations	CLEANING AND MAINTENANCE,	\$28.00
<i>FISH WINDOW CLEANING - Total For Hogadon - Operations</i>			<i>\$28.00</i>
<b>FISH WINDOW CLEANING - ALL DEPARTMENTS</b>			<b>\$28.00</b>

## FUGRO USA LAND INC

FUGRO USA LAND INC	Metropolitan Planning Org	Aerial Flight Project	\$7,524.41
<i>FUGRO USA LAND INC - Total For Metropolitan Planning Org</i>			<i>\$7,524.41</i>
<b>FUGRO USA LAND INC - ALL DEPARTMENTS</b>			<b>\$7,524.41</b>

## GAIL SCHENFISCH

GAIL SCHENFISCH	Police Administration	Interpreter	\$120.00
<i>GAIL SCHENFISCH - Total For Police Administration</i>			<i>\$120.00</i>
<b>GAIL SCHENFISCH - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## GALLS

GALLS	Metro Animal Control	APO uniforms	\$232.92
<i>GALLS - Total For Metro Animal Control</i>			<i>\$232.92</i>
<b>GALLS - ALL DEPARTMENTS</b>			<b>\$232.92</b>

## GALLS, INC.

GALLS, INC.	Police Administration	Uniforms	\$162.96
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$162.96</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$162.96</b>

## G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Residential	Garage Door Remotes	\$135.88
<i>G-C BUILDING SUPPLY - Total For Refuse - Residential</i>			<i>\$135.88</i>
<b>G-C BUILDING SUPPLY - ALL DEPARTMENTS</b>			<b>\$135.88</b>

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	October 2020 NOL Funds	\$82,909.91
GLOBAL SPECTRUM L.P.	Casper Events Center Fund	September 2020 NOL Funding	\$82,909.91

*GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund* \$165,819.82

**GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS** \$165,819.82

## GLOCK PROFESSIONAL I

GLOCK PROFESSIONAL I	Police Administration	armorers course training	\$250.00
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*GLOCK PROFESSIONAL I - Total For Police Administration* \$250.00

**GLOCK PROFESSIONAL I - ALL DEPARTMENTS** \$250.00

## GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$2,270.30
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*GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill* \$2,270.30

GOLDER ASSOCIATES	Capital Projects Fund	Contamination monitoring for 1	\$4,089.75
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*GOLDER ASSOCIATES - Total For Capital Projects Fund* \$4,089.75

**GOLDER ASSOCIATES - ALL DEPARTMENTS** \$6,360.05

## GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	30.53 Ton of USGA sand	\$1,688.31
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*GOLF & SPORT SOLUTIO - Total For Golf - Operations* \$1,688.31

**GOLF & SPORT SOLUTIO - ALL DEPARTMENTS** \$1,688.31

## GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety video traing	\$95.00
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*GOLF SAFETY - Total For Weed & Pest Fund* \$95.00

**GOLF SAFETY - ALL DEPARTMENTS** \$95.00

## GOODWAY TECHNOLOGIES

GOODWAY TECHNOLOGIES	WWTP Operations	Tube punching machine	\$1,944.00
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GOODWAY TECHNOLOGIES	WWTP Operations	Credit	(\$55.67)
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GOODWAY TECHNOLOGIES	WWTP Operations	Brushes, nozzles	\$55.67
<i>GOODWAY TECHNOLOGIES - Total For WWTP Operations</i>			<i>\$1,944.00</i>
<b>GOODWAY TECHNOLOGIES - ALL DEPARTMENTS</b>			<b>\$1,944.00</b>

## GRAINGER, INC.

GRAINGER, INC.	Regional Water Operations	Well Injector pump motor starter	\$2,844.95
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$2,844.95</i>
GRAINGER, INC.	WWTP Operations	Batteries	\$22.16
GRAINGER, INC.	WWTP Operations	Safety sign	\$12.78
GRAINGER, INC.	WWTP Operations	Safety sign	\$6.39
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$41.33</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$2,886.28</b>

## GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Capital Projects Fund	Life Steps Parking Lot Improve	\$78,601.23
<i>GRIZZLY EXCAVATING &amp; - Total For Capital Projects Fund</i>			<i>\$78,601.23</i>
GRIZZLY EXCAVATING &	General Fund Revenue	Retainage- life steps	\$8,733.47
<i>GRIZZLY EXCAVATING &amp; - Total For General Fund Revenue</i>			<i>\$8,733.47</i>
<b>GRIZZLY EXCAVATING &amp; - ALL DEPARTMENTS</b>			<b>\$87,334.70</b>

## HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	WWTP Operations	Expansion joint	\$482.45
<i>HAJOCA KEENAN SUPP - Total For WWTP Operations</i>			<i>\$482.45</i>
<b>HAJOCA KEENAN SUPP - ALL DEPARTMENTS</b>			<b>\$482.45</b>

## HARRINGTON IND'L PLA

HARRINGTON IND'L PLA	WWTP Operations	Ball valve	\$130.36
<i>HARRINGTON IND'L PLA - Total For WWTP Operations</i>			<i>\$130.36</i>
<b>HARRINGTON IND'L PLA - ALL DEPARTMENTS</b>			<b>\$130.36</b>

## HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chemicals for Aquatic Center	\$2,117.15
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HAWKINS, INC. - Total For Aquatics - Operations \$2,117.15

**HAWKINS, INC. - ALL DEPARTMENTS \$2,117.15**

### HILL MUSIC COMPANY

HILL MUSIC COMPANY Information Services Microphone for Chambers \$104.00  
HILL MUSIC COMPANY Information Services Return of Microphone for Chambers (\$104.00)

*HILL MUSIC COMPANY - Total For Information Services \$0.00*

**HILL MUSIC COMPANY - ALL DEPARTMENTS \$0.00**

### HISTORICAL FOLK TOYS

HISTORICAL FOLK TOYS General Fund Revenue Toys and kits for resale in the gift shop \$445.70

*HISTORICAL FOLK TOYS - Total For General Fund Revenue \$445.70*

**HISTORICAL FOLK TOYS - ALL DEPARTMENTS \$445.70**

### HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Human Resources 1 package of trim border for breakroom \$3.99

*HOBBY-LOBBY #0233 - Total For Human Resources \$3.99*

**HOBBY-LOBBY #0233 - ALL DEPARTMENTS \$3.99**

### HOMAX OIL SALES INC

HOMAX OIL SALES INC WWTP Operations Lubricant \$79.91

*HOMAX OIL SALES INC - Total For WWTP Operations \$79.91*

**HOMAX OIL SALES INC - ALL DEPARTMENTS \$79.91**

### HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Fleet Maintenance Fund clear diesel fuel #2 \$15,559.27

HOMAX OIL SALES, INC Fleet Maintenance Fund Unleaded octane \$9,642.52

HOMAX OIL SALES, INC Fleet Maintenance Fund UNLEADED OCTANE \$10,795.51

HOMAX OIL SALES, INC Fleet Maintenance Fund BLUE DEF UREA- BULK \$825.00

*HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund \$36,822.30*

HOMAX OIL SALES, INC Water Distribution Supplies \$46.13

HOMAX OIL SALES, INC Water Distribution Supplies \$2,828.14

HOMAX OIL SALES, INC - Total For Water Distribution \$2,874.27

**HOMAX OIL SALES, INC - ALL DEPARTMENTS \$39,696.57**

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY WWTP Operations Belt \$7.45

HOSE & RUBBER SUPPLY WWTP Operations Plumbing parts \$26.95

*HOSE & RUBBER SUPPLY - Total For WWTP Operations \$34.40*

**HOSE & RUBBER SUPPLY - ALL DEPARTMENTS \$34.40**

## HOTELSCOM92017575042

HOTELSCOM92017575042 Police Administration hotel room during recruitment trip \$56.71

*HOTELSCOM92017575042 - Total For Police Administration \$56.71*

**HOTELSCOM92017575042 - ALL DEPARTMENTS \$56.71**

## HUCK'S FOOD & FUEL S

HUCK'S FOOD & FUEL S Police Administration fuel for rent car \$41.73

*HUCK'S FOOD & FUEL S - Total For Police Administration \$41.73*

**HUCK'S FOOD & FUEL S - ALL DEPARTMENTS \$41.73**

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION & Regional Water Operations Services \$761.25

*HYDRO OPTIMIZATION & - Total For Regional Water Operations \$761.25*

**HYDRO OPTIMIZATION & - ALL DEPARTMENTS \$761.25**

## IMLSS COLORADO

IMLSS COLORADO Buildings & Structures Fund Padlocks for Water Distribution \$65.86

IMLSS COLORADO Buildings & Structures Fund Padlocks for the Water Department \$88.52

*IMLSS COLORADO - Total For Buildings & Structures Fund \$154.38*

**IMLSS COLORADO - ALL DEPARTMENTS \$154.38**

## INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Refuse - Residential	GRIPPER PADS FOR ALL SANITATION TRUCKS	\$2,500.00
<i>INDUSTRIAL SCREEN &amp; - Total For Refuse - Residential</i>			<i>\$2,500.00</i>
<b>INDUSTRIAL SCREEN &amp; - ALL DEPARTMENTS</b>			<b>\$2,500.00</b>

## INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$19.48
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$162.80
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$47.92
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$68.75
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$91.58
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$390.53</i>
<b>INGRAM BOOK COMPANY - ALL DEPARTMENTS</b>			<b>\$390.53</b>

## INSTACART

INSTACART	Balefill - Disposal & Landfill	SAMS CLUB	\$22.70
INSTACART	Balefill - Disposal & Landfill	SAMS CLUB 4 OF 4 MUNIS ENTRIES FOR (1) IN	\$56.51
<i>INSTACART - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$79.21</i>
INSTACART	Refuse - Recycling	SAMS CLUB	\$105.00
INSTACART	Refuse - Recycling	SAMS CLUB	\$107.30
INSTACART	Refuse - Recycling	SAMS CLUB	\$85.00
<i>INSTACART - Total For Refuse - Recycling</i>			<i>\$297.30</i>
<b>INSTACART - ALL DEPARTMENTS</b>			<b>\$376.51</b>

## INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	East 21st Street	\$6,526.50
<i>INSTALLATION &amp; SVC. - Total For Capital Projects Fund</i>			<i>\$6,526.50</i>
<b>INSTALLATION &amp; SVC. - ALL DEPARTMENTS</b>			<b>\$6,526.50</b>

## INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Water Tanks	Pratt Booster Pump #2	\$4,316.20
<i>INTERMOUNTAIN MOTOR - Total For Water Tanks</i>			<i>\$4,316.20</i>
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$4,316.20</b>

## INTRADO INTERACTIVE

INTRADO INTERACTIVE	Information Services	Support, Maintenance Renewal for www.casper	\$4,500.00
<i>INTRADO INTERACTIVE - Total For Information Services</i>			<i>\$4,500.00</i>
<b>INTRADO INTERACTIVE - ALL DEPARTMENTS</b>			<b>\$4,500.00</b>

## INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	STRIP AND WAS VCT FLOORING IN SPECIAL WAS	\$238.13
INTUIT, INC.	Balefill - Disposal & Landfill	WSWRA DUES	\$250.00
INTUIT, INC.	Balefill - Disposal & Landfill	CLEANING AND MAINTENANCE, JANITORIAL SER	\$1,500.00
<i>INTUIT, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,988.13</i>
INTUIT, INC.	Ice Arena - Operations	CASPER ELECRTCIC - ZAM BLADE SHARPENER INS	\$950.00
<i>INTUIT, INC. - Total For Ice Arena - Operations</i>			<i>\$950.00</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$2,938.13</b>

## ISA

ISA	Parks - Urban Forestry	ISA Membership for Jim Gerhart	\$187.00
<i>ISA - Total For Parks - Urban Forestry</i>			<i>\$187.00</i>
<b>ISA - ALL DEPARTMENTS</b>			<b>\$187.00</b>

## JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Sewer Wastewater Collection Vactor Truck Unit #660316		372,846.00
<i>JACK'S TRUCK &amp; EQUIP - Total For Sewer Wastewater Collection</i>			<i>\$372,846.00</i>
<b>JACK'S TRUCK &amp; EQUIP - ALL DEPARTMENTS</b>			<b>\$372,846.00</b>

## JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$51,579.94
JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$22,721.73
<i>JACOBS ENGINEERING G - Total For WWTP Operations</i>			<i>\$74,301.67</i>
<b>JACOBS ENGINEERING G - ALL DEPARTMENTS</b>			<b>\$74,301.67</b>

## JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	Background new hire	\$90.00
JDC INVESTIGATIONS L	Fire-EMS Training	Background new hire	\$500.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$590.00</i>
<b>JDC INVESTIGATIONS L - ALL DEPARTMENTS</b>			<b>\$590.00</b>

## JFH DISTRIBUTING

JFH DISTRIBUTING	WWTP Operations	Vacuum & blower system for gas compressor #3	\$6,314.40
<i>JFH DISTRIBUTING - Total For WWTP Operations</i>			<i>\$6,314.40</i>
<b>JFH DISTRIBUTING - ALL DEPARTMENTS</b>			<b>\$6,314.40</b>

## JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Annual Aerial Survey 19-070	\$957.50
<i>JKC ENGINEERING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$957.50</i>
<b>JKC ENGINEERING - ALL DEPARTMENTS</b>			<b>\$957.50</b>

## KEENAN SUPPLY-CASPER

KEENAN SUPPLY-CASPER	WWTP Operations	12" Pratt Plug valve	\$2,642.00
KEENAN SUPPLY-CASPER	WWTP Operations	6" plug valves; 2 for DAFT; 2 for secondary scum	\$4,636.00
<i>KEENAN SUPPLY-CASPER - Total For WWTP Operations</i>			<i>\$7,278.00</i>
<b>KEENAN SUPPLY-CASPER - ALL DEPARTMENTS</b>			<b>\$7,278.00</b>

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$316.14
KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$454.30
KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$312.73
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$1,083.17</i>
KNIFE RIVER/JTL	Streets	Plant Mix 1/2"	\$5,845.54
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$5,845.54</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$6,928.71</b>

## KNIGHT EQUIPMENT CO

KNIGHT EQUIPMENT CO	Hogadon - Operations	Annual Rope inspection / Chairlift	\$1,999.99
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<i>KNIGHT EQUIPMENT CO - Total For Hogadon - Operations</i>			\$1,999.99
<b>KNIGHT EQUIPMENT CO - ALL DEPARTMENTS</b>			<b>\$1,999.99</b>

## **KV DAVIS COUNSELING**

KV DAVIS COUNSELING	Police Administration	Services	\$400.00
<i>KV DAVIS COUNSELING - Total For Police Administration</i>			<i>\$400.00</i>
<b>KV DAVIS COUNSELING - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## **LATE PAYMENT FEE**

LATE PAYMENT FEE	General Fund Revenue	Bank charge fee for p-card late payment	\$632.45
<i>LATE PAYMENT FEE - Total For General Fund Revenue</i>			<i>\$632.45</i>
<b>LATE PAYMENT FEE - ALL DEPARTMENTS</b>			<b>\$632.45</b>

## **LISA'S SPIC N SPAN**

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Waste facility	\$65.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	WEED/TRASH	\$45.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$110.00</i>
LISA'S SPIC N SPAN	Refuse - Recycling	WEED/TRASH	\$60.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$60.00</i>
LISA'S SPIC N SPAN	Social Community Services	Waste facility	\$395.00
LISA'S SPIC N SPAN	Social Community Services	WEED/TRASH	\$395.00
<i>LISA'S SPIC N SPAN - Total For Social Community Services</i>			<i>\$790.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$960.00</b>

## **MAGNET FORENSICS USA**

MAGNET FORENSICS USA	Police Administration	maint renewal	\$4,000.00
<i>MAGNET FORENSICS USA - Total For Police Administration</i>			<i>\$4,000.00</i>
<b>MAGNET FORENSICS USA - ALL DEPARTMENTS</b>			<b>\$4,000.00</b>

## **MCCI, LLC**

MCCI, LLC	City Clerk	ANNUAL SUPPORT RENEWAL	\$10,522.05
<i>MCCI, LLC - Total For City Clerk</i>			<i>\$10,522.05</i>

**MCCI, LLC - ALL DEPARTMENTS**

\$10,522.05

**MCDONALD'S F35665**

MCDONALD'S F35665	Police Administration	meal for suspect during lengthy interview	\$24.23
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<i>MCDONALD'S F35665 - Total For Police Administration</i>			\$24.23
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**MCDONALD'S F35665 - ALL DEPARTMENTS**

\$24.23

**MED VET INTERNATIONAL**

MED VET INTERNATIONAL	Metro Animal Shelter	cardboard pet carriers	\$448.88
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<i>MED VET INTERNATIONAL - Total For Metro Animal Shelter</i>			\$448.88
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**MED VET INTERNATIONAL - ALL DEPARTMENTS**

\$448.88

**MENARDS CASPER WY**

MENARDS CASPER WY	Cemetery	HOME SUPPLY WAREHOUSE STORES flagging an	\$185.85
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<i>MENARDS CASPER WY - Total For Cemetery</i>			\$185.85
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MENARDS CASPER WY	River Riparian & Upland Area	wire fencing for tree wrapping	\$353.88
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<i>MENARDS CASPER WY - Total For River Riparian &amp; Upland Areas</i>			\$353.88
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MENARDS CASPER WY	Traffic Control	Air filters for Signal cabinets	\$27.50
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<i>MENARDS CASPER WY - Total For Traffic Control</i>			\$27.50
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MENARDS CASPER WY	Water Distribution	ANODE PARTS	\$59.98
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<i>MENARDS CASPER WY - Total For Water Distribution</i>			\$59.98
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**MENARDS CASPER WY - ALL DEPARTMENTS**

\$627.21

**MIDLAND SCIENTIFIC I**

MIDLAND SCIENTIFIC I	WWTP Operations	Sensor cap kit	\$447.36
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MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$700.55
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<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			\$1,147.91
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**MIDLAND SCIENTIFIC I - ALL DEPARTMENTS**

\$1,147.91

**MOBIL SATELLITE TECH**

MOBIL SATELLITE TECH	Public Safety Communication	command bus isp service	\$1,199.88
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<i>MOBIL SATELLITE TECH - Total For Public Safety Communications</i>			\$1,199.88
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**MOBIL SATELLITE TECH - ALL DEPARTMENTS** \$1,199.88

## MODERN ELECTRIC CORP

MODERN ELECTRIC CORP Refuse - Recycling Troubleshoot baler \$340.00

*MODERN ELECTRIC CORP - Total For Refuse - Recycling* \$340.00

**MODERN ELECTRIC CORP - ALL DEPARTMENTS** \$340.00

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS Public Safety Communication Equipment \$9,457.67

*MOTOROLA SOLUTIONS - Total For Public Safety Communications* \$9,457.67

**MOTOROLA SOLUTIONS - ALL DEPARTMENTS** \$9,457.67

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH Hogadon - Operations Guest Internet \$99.90

*MOUNTAIN WEST TELEPH - Total For Hogadon - Operations* \$99.90

**MOUNTAIN WEST TELEPH - ALL DEPARTMENTS** \$99.90

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP Balefill - Disposal & Landfill NAPA TOOS AND PARTS FOR NEW CRANE TRU \$534.64

*NAPA AUTO PARTS CORP - Total For Balefill - Disposal & Landfill* \$534.64

NAPA AUTO PARTS CORP City Council Sept 2020 \$8,308.57

*NAPA AUTO PARTS CORP - Total For City Council* \$8,308.57

NAPA AUTO PARTS CORP Fleet Maintenance Fund Sept 2020 \$98,409.14

NAPA AUTO PARTS CORP Fleet Maintenance Fund Sept 2020 \$459.84

NAPA AUTO PARTS CORP Fleet Maintenance Fund Sept 2020 \$1,289.32

NAPA AUTO PARTS CORP Fleet Maintenance Fund Sept 2020 \$11,890.74

*NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund* \$112,049.04

NAPA AUTO PARTS CORP Parks - Parks Maint. Snap ring pliers for playgrounds \$24.90

NAPA AUTO PARTS CORP Parks - Parks Maint. Return and purchase of snap ring pliers for playg \$29.95

*NAPA AUTO PARTS CORP - Total For Parks - Parks Maint.* \$54.85

NAPA AUTO PARTS CORP WWTP Operations Adapter \$34.48

*NAPA AUTO PARTS CORP - Total For WWTP Operations* \$34.48

**NAPA AUTO PARTS CORP - ALL DEPARTMENTS** \$120,981.58

## **NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC Police Administration Prisoner Housing \$99,546.84

NATRONA COUNTY OFFIC Police Administration Contract Juvenile Detention \$7,500.00

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*NATRONA COUNTY OFFIC - Total For Police Administration* \$107,046.84

**NATRONA COUNTY OFFIC - ALL DEPARTMENTS** \$107,046.84

## **NELSON/NYGAARD CONSU**

NELSON/NYGAARD CONSU Metropolitan Planning Org Mills Main Street Corridor Stu \$9,440.28

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*NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org* \$9,440.28

**NELSON/NYGAARD CONSU - ALL DEPARTMENTS** \$9,440.28

## **NMI NATIONWIDE**

NMI NATIONWIDE Police Administration notary bond \$50.00

NMI NATIONWIDE Police Administration renew notary \$50.00

NMI NATIONWIDE Police Administration notary renewal \$50.00

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*NMI NATIONWIDE - Total For Police Administration* \$150.00

**NMI NATIONWIDE - ALL DEPARTMENTS** \$150.00

## **NOLAND FEED**

NOLAND FEED Police Administration canine food \$41.05

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*NOLAND FEED - Total For Police Administration* \$41.05

**NOLAND FEED - ALL DEPARTMENTS** \$41.05

## **NORCO, INC.**

NORCO, INC. Aquatics - Operations Disinfectant for the Aquatic Center \$53.74

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*NORCO, INC. - Total For Aquatics - Operations* \$53.74

NORCO, INC. Buildings & Structures Fund LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$41.94

NORCO, INC. Buildings & Structures Fund Supplies for Washington Park Shelter Rebuild \$111.56

NORCO, INC. Buildings & Structures Fund Supplies for Washington Park Shelter build \$111.81

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*NORCO, INC. - Total For Buildings & Structures Fund* \$265.31

NORCO, INC.	Fleet Maintenance Fund	Supplies	\$122.70
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			\$122.70
NORCO, INC.	Hogadon - Operations	Shop Supplies	\$46.22
<i>NORCO, INC. - Total For Hogadon - Operations</i>			\$46.22
NORCO, INC.	Refuse - Recycling	MICRO-MUSCLE DEGREASER	\$51.92
<i>NORCO, INC. - Total For Refuse - Recycling</i>			\$51.92
NORCO, INC.	Regional Water Operations	Fire extinguisher	\$48.13
<i>NORCO, INC. - Total For Regional Water Operations</i>			\$48.13
NORCO, INC.	WWTP Operations	Faceshield	\$68.68
<i>NORCO, INC. - Total For WWTP Operations</i>			\$68.68
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$656.70</b>

## NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	LABOR	\$700.00
NORTHERN LIGHTS MANU	Refuse - Commercial	Repairs	\$1,080.00
NORTHERN LIGHTS MANU	Refuse - Commercial	LABOR - WELDED	\$700.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			\$2,480.00
NORTHERN LIGHTS MANU	Refuse - Recycling	Repairs	\$800.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Recycling</i>			\$800.00
NORTHERN LIGHTS MANU	Refuse - Residential	Repairs	\$1,200.00
NORTHERN LIGHTS MANU	Refuse - Residential	LABOR-BUILD TRACEL DOORS W/ FLAT BAR	\$1,325.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			\$2,525.00
<b>NORTHERN LIGHTS MANU - ALL DEPARTMENTS</b>			<b>\$5,805.00</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	MATERIALS	\$1,177.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			\$1,177.00
NORTHWEST CONTRACTOR	Refuse - Recycling	MATERIALS	\$100.00
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			\$100.00
NORTHWEST CONTRACTOR	Refuse - Residential	MATERIALS	\$205.72
<i>NORTHWEST CONTRACTOR - Total For Refuse - Residential</i>			\$205.72
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	safety supplies	\$16.40
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			\$16.40

**NORTHWEST CONTRACTOR - ALL DEPARTMENTS**

\$1,499.12

**ONE CALL OF WY.**

ONE CALL OF WY.	Sewer Wastewater Collection Tickets for Sept		\$313.87
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<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$313.87
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ONE CALL OF WY.	Traffic Control	Tickets for Sept	\$234.75
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<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$234.75
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ONE CALL OF WY.	Water Distribution	Tickets for Sept	\$383.63
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<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$383.63
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**ONE CALL OF WY. - ALL DEPARTMENTS**

\$932.25

**O'REILLY AUTO PARTS**

O'REILLY AUTO PARTS	Ice Arena - Operations	Spark Plug for Power Washer	\$2.99
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<i>O'REILLY AUTO PARTS - Total For Ice Arena - Operations</i>			\$2.99
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**O'REILLY AUTO PARTS - ALL DEPARTMENTS**

\$2.99

**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>			\$128.97
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**ORKIN LLC 002 - ALL DEPARTMENTS**

\$128.97

**PACE ANALYTICAL SERV**

PACE ANALYTICAL SERV	WWTP Operations	TESTING LABORATORIES (NON-MEDICAL)	\$1,944.00
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<i>PACE ANALYTICAL SERV - Total For WWTP Operations</i>			\$1,944.00
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**PACE ANALYTICAL SERV - ALL DEPARTMENTS**

\$1,944.00

**PARTMASTER**

PARTMASTER	WWTP Operations	Shop tools	\$414.56
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<i>PARTMASTER - Total For WWTP Operations</i>			\$414.56
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**PARTMASTER - ALL DEPARTMENTS**

\$414.56

## PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	Parts	\$375.00
PARTSMASTER	Fleet Maintenance Fund	Parts	\$525.00

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*PARTSMASTER - Total For Fleet Maintenance Fund* \$900.00

**PARTSMASTER - ALL DEPARTMENTS** \$900.00

## PAYPAL MKBURGE

PAYPAL MKBURGE	Police Administration	insurance coverage per contract	\$72.00
PAYPAL MKBURGE	Police Administration	investigation 20-050309	\$155.00

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*PAYPAL MKBURGE - Total For Police Administration* \$227.00

**PAYPAL MKBURGE - ALL DEPARTMENTS** \$227.00

## PCN STRATEGIES INC

PCN STRATEGIES INC	Capital Projects Fund	cables and antennas	\$349.18
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*PCN STRATEGIES INC - Total For Capital Projects Fund* \$349.18

**PCN STRATEGIES INC - ALL DEPARTMENTS** \$349.18

## PILOT

PILOT	Police Administration	fuel for training	\$26.65
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*PILOT - Total For Police Administration* \$26.65

**PILOT - ALL DEPARTMENTS** \$26.65

## PIZZA RANCH CASPER

PIZZA RANCH CASPER	Police Grants Fund	meth conference lunch meeting	\$53.97
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*PIZZA RANCH CASPER - Total For Police Grants Fund* \$53.97

**PIZZA RANCH CASPER - ALL DEPARTMENTS** \$53.97

## PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	Water Distribution	MARKERS & DECALS	\$56.25
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*PROKOTEENGINEERINGSU - Total For Water Distribution* \$56.25

**PROKOTEENGINEERINGSU - ALL DEPARTMENTS** \$56.25

**QT 1490**

QT 1490	Police Administration	fuel for rent car	\$14.78
<i>QT 1490 - Total For Police Administration</i>			<i>\$14.78</i>

**QT 1490 - ALL DEPARTMENTS** \$14.78

**QUALITY OFFICE SOLUT**

QUALITY OFFICE SOLUT	Parks - Parks Maint.	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$19.60
<i>QUALITY OFFICE SOLUT - Total For Parks - Parks Maint.</i>			<i>\$19.60</i>

QUALITY OFFICE SOLUT	Streets	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$19.60
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QUALITY OFFICE SOLUT	Streets	Streets Yearly Planner refills	\$229.96
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*QUALITY OFFICE SOLUT - Total For Streets* \$249.56

QUALITY OFFICE SOLUT	Weed & Pest Fund	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$19.60
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*QUALITY OFFICE SOLUT - Total For Weed & Pest Fund* \$19.60

**QUALITY OFFICE SOLUT - ALL DEPARTMENTS** \$288.76

**RAYALLEN.COM**

RAYALLEN.COM	Police Grants Fund	fur saver collar	\$47.99
<i>RAYALLEN.COM - Total For Police Grants Fund</i>			<i>\$47.99</i>

**RAYALLEN.COM - ALL DEPARTMENTS** \$47.99

**RESOURCE MGMT. CO, I**

RESOURCE MGMT. CO, I	Fleet Maintenance Fund	Tires	\$2,730.50
<i>RESOURCE MGMT. CO, I - Total For Fleet Maintenance Fund</i>			<i>\$2,730.50</i>

**RESOURCE MGMT. CO, I - ALL DEPARTMENTS** \$2,730.50

**RESPOND FIRST AID OF**

RESPOND FIRST AID OF	Police Administration	first aid kit supplies	\$122.13
<i>RESPOND FIRST AID OF - Total For Police Administration</i>			<i>\$122.13</i>

RESPOND FIRST AID OF	Police Grants Fund	heartstart frx batteries	\$1,611.00
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*RESPOND FIRST AID OF - Total For Police Grants Fund* \$1,611.00

**RESPOND FIRST AID OF - ALL DEPARTMENTS**

\$1,733.13

**RICOH USA INC**

RICOH USA INC	Planning	Services	\$224.16
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<i>RICOH USA INC - Total For Planning</i>			\$224.16
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**RICOH USA INC - ALL DEPARTMENTS**

\$224.16

**RIDLEY'S 1132**

RIDLEY'S 1132	Metro Animal Control	fuel for training out of town	\$26.61
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<i>RIDLEY'S 1132 - Total For Metro Animal Control</i>			\$26.61
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RIDLEY'S 1132	Police Administration	refreshments for sgt promo	\$20.47
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<i>RIDLEY'S 1132 - Total For Police Administration</i>			\$20.47
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**RIDLEY'S 1132 - ALL DEPARTMENTS**

\$47.08

**RMI CASPER**

RMI CASPER	WWTP Operations	Calibration gas	\$98.00
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<i>RMI CASPER - Total For WWTP Operations</i>			\$98.00
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**RMI CASPER - ALL DEPARTMENTS**

\$98.00

**ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	54730761-090 7	\$10,141.85
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<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			\$10,141.85
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ROCKY MOUNTAIN POWER	Buildings & Structures Fund	54730761-089 9	\$154.35
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<i>ROCKY MOUNTAIN POWER - Total For Buildings &amp; Structures Fund</i>			\$154.35
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	54730761-141 8	\$405.74
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<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$405.74
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ROCKY MOUNTAIN POWER	Parks - Special Areas	54730761-115 2	\$59.16
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<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$59.16
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ROCKY MOUNTAIN POWER	Water Tanks	54730761-148 3	\$54.89
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<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$54.89
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**ROCKY MOUNTAIN POWER - ALL DEPARTMENTS**

\$10,815.99

## Router

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$99.44
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$191.37
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$216.44
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$54.11
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88

*Router - Total For Parks - Parks Maint.* \$877.24

**Router - ALL DEPARTMENTS** \$877.24

## ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE	City Manager	962 CAT Front End Wheel Loader	\$228.00
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*ROTARY CLUB OF CASPE - Total For City Manager* \$228.00

**ROTARY CLUB OF CASPE - ALL DEPARTMENTS** \$228.00

## ROTO ROOTER

ROTO ROOTER	WWTP Operations	Line jetting	\$454.00
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*ROTO ROOTER - Total For WWTP Operations* \$454.00

**ROTO ROOTER - ALL DEPARTMENTS** \$454.00

## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Fleet Maintenance Fund	Supplies	\$356.08
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*SAFETY KLEEN SYSTEMS - Total For Fleet Maintenance Fund* \$356.08

**SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS** \$356.08

## SAMS CLUB #6425

SAMS CLUB #6425	WWTP Operations	Credit for tax	(\$6.00)
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*SAMS CLUB #6425 - Total For WWTP Operations* (\$6.00)

**SAMS CLUB #6425 - ALL DEPARTMENTS** (\$6.00)

## SAMSCLUB #6425

SAMSCLUB #6425	WWTP Operations	Supplies	\$151.00
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<i>SAMSClub #6425 - Total For WWTP Operations</i>			<i>\$151.00</i>
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<b>SAMSClub #6425 - ALL DEPARTMENTS</b>			<b>\$151.00</b>
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## **SERPENTIX CONVEYOR C**

SERPENTIX CONVEYOR C	WWTP Operations	Wiper strips	\$112.50
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<i>SERPENTIX CONVEYOR C - Total For WWTP Operations</i>			<i>\$112.50</i>
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<b>SERPENTIX CONVEYOR C - ALL DEPARTMENTS</b>			<b>\$112.50</b>
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## **SHERWIN-WILLIAMS COR**

SHERWIN-WILLIAMS COR	Ice Arena - Operations	Lobby Arena Paint	\$44.73
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<i>SHERWIN-WILLIAMS COR - Total For Ice Arena - Operations</i>			<i>\$44.73</i>
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SHERWIN-WILLIAMS COR	Traffic Control	Blue paint for Handicap curb painting	\$74.94
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<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$74.94</i>
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<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$119.67</b>
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## **SIRCHIE FINGER PRINT**

SIRCHIE FINGER PRINT	Police Administration	presumptive field test supplies	\$430.80
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<i>SIRCHIE FINGER PRINT - Total For Police Administration</i>			<i>\$430.80</i>
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<b>SIRCHIE FINGER PRINT - ALL DEPARTMENTS</b>			<b>\$430.80</b>
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## **SMARSH, INC**

SMARSH, INC	Information Services	Email Archiving	\$1,856.00
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<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,856.00</i>
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<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$1,856.00</b>
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## **SMK SURVEYMONKEY.COM**

SMK SURVEYMONKEY.COM	Police Administration	online survey	\$59.00
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<i>SMK SURVEYMONKEY.COM - Total For Police Administration</i>			<i>\$59.00</i>
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<b>SMK SURVEYMONKEY.COM - ALL DEPARTMENTS</b>			<b>\$59.00</b>
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## **SOFT DR INC**

SOFT DR INC	Balefill - Disposal & Landfill	Services	\$178.00
<i>SOFT DR INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$178.00</i>
<b>SOFT DR INC - ALL DEPARTMENTS</b>			<b>\$178.00</b>

## SONNYS RV SALES

SONNYS RV SALES	Streets	propane for the month of September	\$361.32
<i>SONNYS RV SALES - Total For Streets</i>			<i>\$361.32</i>
<b>SONNYS RV SALES - ALL DEPARTMENTS</b>			<b>\$361.32</b>

## SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable Service for 19th Hole	\$266.66
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$266.66</i>
SPECTRUM REACH	Public Safety Communication	cable at comm center	\$87.60
<i>SPECTRUM REACH - Total For Public Safety Communications</i>			<i>\$87.60</i>
<b>SPECTRUM REACH - ALL DEPARTMENTS</b>			<b>\$354.26</b>

## SPF45

SPF45	Police Administration	fuel for training	\$28.35
<i>SPF45 - Total For Police Administration</i>			<i>\$28.35</i>
<b>SPF45 - ALL DEPARTMENTS</b>			<b>\$28.35</b>

## SQ 307 POWERWASH SE

SQ 307 POWERWASH SE	Parks - Parks Maint.	Graffiti removal (skate park)	\$210.00
<i>SQ 307 POWERWASH SE - Total For Parks - Parks Maint.</i>			<i>\$210.00</i>
<b>SQ 307 POWERWASH SE - ALL DEPARTMENTS</b>			<b>\$210.00</b>

## SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Human Resources	1/2 Dozen Cookies for CWC	\$2.90
<i>SQ EILEEN'S COLOSSA - Total For Human Resources</i>			<i>\$2.90</i>
<b>SQ EILEEN'S COLOSSA - ALL DEPARTMENTS</b>			<b>\$2.90</b>

## SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Police Grants Fund	defib training certs	\$32.00
<i>SQ MY EDUCATIONAL R - Total For Police Grants Fund</i>			<i>\$32.00</i>
<b>SQ MY EDUCATIONAL R - ALL DEPARTMENTS</b>			<b>\$32.00</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	JEFF KUHN RETIREMENT PLAQUE	\$35.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$35.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$35.00</b>

## SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Labor to install electrical feed to new Marion Kr	\$393.49
<i>SQ SUMMIT ELECTRIC - Total For Buildings &amp; Structures Fund</i>			<i>\$393.49</i>
<b>SQ SUMMIT ELECTRIC - ALL DEPARTMENTS</b>			<b>\$393.49</b>

## SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Parks - Parks Maint.	Provided conduit for rerouting electrical at Highl	\$94.70
SQ WYATT ELECTRIC I	Parks - Parks Maint.	Installed 2 pull boxes and pulled new wire for co	\$854.70
<i>SQ WYATT ELECTRIC I - Total For Parks - Parks Maint.</i>			<i>\$949.40</i>
<b>SQ WYATT ELECTRIC I - ALL DEPARTMENTS</b>			<b>\$949.40</b>

## STAPLES

STAPLES	Police Administration	Fingerprint machine cleaners	\$29.94
<i>STAPLES - Total For Police Administration</i>			<i>\$29.94</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$29.94</b>

## STAPLES DIRECT

STAPLES DIRECT	Aquatics - Operations	COPIER TONER	\$50.33
<i>STAPLES DIRECT - Total For Aquatics - Operations</i>			<i>\$50.33</i>
STAPLES DIRECT	Rec Center - Admin	PENS, TAPE	\$4.62
STAPLES DIRECT	Rec Center - Admin	COPIER TONER	\$50.33

<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			\$54.95
STAPLES DIRECT	Rec Center - Operations	COPIER TONER	\$50.33
<i>STAPLES DIRECT - Total For Rec Center - Operations</i>			\$50.33
<b>STAPLES DIRECT - ALL DEPARTMENTS</b>			<b>\$155.61</b>

## STATE OF WY.

STATE OF WY.	Health Insurance Fund	Insurance	\$6,191.75
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$6,191.75
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$6,191.75</b>

## STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Commercial	Programing and consulting	\$1,991.25
<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			\$1,991.25
<b>STELLAR PROGRAMMING - ALL DEPARTMENTS</b>			<b>\$1,991.25</b>

## STOTZ EQUIPMENT

STOTZ EQUIPMENT	WWTP Operations	Tension spring	\$37.05
<i>STOTZ EQUIPMENT - Total For WWTP Operations</i>			\$37.05
<b>STOTZ EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$37.05</b>

## STREETCOP

STREETCOP	Police Administration	street smart pro active patrol training	\$747.00
<i>STREETCOP - Total For Police Administration</i>			\$747.00
<b>STREETCOP - ALL DEPARTMENTS</b>			<b>\$747.00</b>

## SUPERIOR SIGNS

SUPERIOR SIGNS	Parks - Parks Maint.	Pathway not plowed sign	\$40.86
<i>SUPERIOR SIGNS - Total For Parks - Parks Maint.</i>			\$40.86
<b>SUPERIOR SIGNS - ALL DEPARTMENTS</b>			<b>\$40.86</b>

## SUTHERLANDS 2219

SUTHERLANDS 2219	Water Distribution	HANDICRETE	\$33.50
SUTHERLANDS 2219	Water Distribution	sod - Riverbend	\$19.96
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$53.46</i>
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$53.46</b>

## TARGET

TARGET	Ft. Caspar Museum	Jeans for exhibit.	\$19.99
<i>TARGET - Total For Ft. Caspar Museum</i>			<i>\$19.99</i>
<b>TARGET - ALL DEPARTMENTS</b>			<b>\$19.99</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	BAGSTER BAGS FOR FIRE DEPT.	\$1,538.04
THE HOME DEPOT	Balefill - Disposal & Landfill	SALES TAX REFUND	(\$73.24)
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,464.80</i>
THE HOME DEPOT	Balefill - Diversion & Special	SELF TAPPING SCREWS FOR HANGING SIGNS	\$20.61
<i>THE HOME DEPOT - Total For Balefill - Diversion &amp; Special</i>			<i>\$20.61</i>
THE HOME DEPOT	Buildings & Structures Fund	Gravel for new Marion Kreiner Baby Pool filter	\$17.12
THE HOME DEPOT	Buildings & Structures Fund	BAS Custodial Supplies	\$7.97
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Tools	\$89.00
THE HOME DEPOT	Buildings & Structures Fund	Replacement microwave for BAS office	\$69.98
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Service Center	\$12.97
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$197.04</i>
THE HOME DEPOT	Golf - Operations	String line for goose fence, leaf rakes, marking f	\$150.75
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$150.75</i>
THE HOME DEPOT	Ice Arena - Operations	Drill Bit Adhesive	\$14.44
THE HOME DEPOT	Ice Arena - Operations	CEILING SUPPLIES & KICKPLATE PH DRIVERS	\$71.64
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$86.08</i>
THE HOME DEPOT	Parks - Parks Maint.	Locks for showcase	\$17.08
THE HOME DEPOT	Parks - Parks Maint.	Lock for pickle ball shed in PV	\$4.98
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$22.06</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$1,941.34</b>

## THE LYRIC

THE LYRIC	Planning	Rental Fee for OYD Awards Ceremony	\$50.00
<i>THE LYRIC - Total For Planning</i>			<i>\$50.00</i>
<b>THE LYRIC - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## THE RADAR SHOP

THE RADAR SHOP	Police Administration	radar repair	\$212.50
<i>THE RADAR SHOP - Total For Police Administration</i>			<i>\$212.50</i>
<b>THE RADAR SHOP - ALL DEPARTMENTS</b>			<b>\$212.50</b>

## THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,386.82
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$141.83
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,528.65</i>
<b>THOMSON WEST TCD - ALL DEPARTMENTS</b>			<b>\$1,528.65</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$208.78
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$208.78</i>
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Final copy	\$61.37
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$61.37</i>
TOP OFFICE PRODUCTS	Water Distribution	Copies	\$85.41
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$85.41</i>
TOP OFFICE PRODUCTS	WWTP Operations	Printing/Copier Maintenance	\$189.70
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$189.70</i>
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$545.26</b>

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Metro Animal Control	wormer for 19-058350	\$16.17
<i>TRACTOR SUPPLY CO - Total For Metro Animal Control</i>			<i>\$16.17</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$16.17</b>

## TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM	Golf - Operations	Tech support fee for Point of Sale	\$46.00
<i>TRI-TECHNICAL SYSTEM - Total For Golf - Operations</i>			<i>\$46.00</i>
<b>TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS</b>			<b>\$46.00</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$1,321.45
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$168.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$56.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$410.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$413.08
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$108.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,504.53</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$2,898.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$7,125.98
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$7,072.50
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$1,863.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$966.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$483.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$22,795.01
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$43,203.49</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$84.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$1,982.18
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$252.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$615.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$619.65
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$42.00
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$162.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$3,756.83</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$27.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$14.00
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$103.28
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$330.36
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$102.50
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$42.00

TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$7.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			\$626.14
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$70.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$210.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$135.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$512.50
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$1,651.81
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$35.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$516.38
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			\$3,130.69
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$297.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$462.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$1,127.50
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$3,633.99
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$154.00
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$1,136.03
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$77.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			\$6,887.52
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$413.10
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$410.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$108.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$168.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$1,321.45
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$28.00
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$56.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			\$2,504.55
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			\$62,613.75

## UBER TRIP

UBER TRIP	Police Administration	uber needed during training	\$43.89
<i>UBER TRIP - Total For Police Administration</i>			\$43.89
<b>UBER TRIP - ALL DEPARTMENTS</b>			\$43.89

## UNIFORM ADVANTAGE

UNIFORM ADVANTAGE	Metro Animal Shelter	uniforms	\$124.94
<i>UNIFORM ADVANTAGE - Total For Metro Animal Shelter</i>			<i>\$124.94</i>
<b>UNIFORM ADVANTAGE - ALL DEPARTMENTS</b>			<b>\$124.94</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Uniforms	\$173.28
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$269.50
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$98.88
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$148.32
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$162.61
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$250.23
UNIFORMS 2 GEAR	Police Administration	Uniforms	\$174.62
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$1,277.44</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$1,277.44</b>

## USPS PO 5715580945

USPS PO 5715580945	City Attorney	POSTAGE STAMPS	\$1.40
<i>USPS PO 5715580945 - Total For City Attorney</i>			<i>\$1.40</i>
<b>USPS PO 5715580945 - ALL DEPARTMENTS</b>			<b>\$1.40</b>

## UW CASHIER OFFICE

UW CASHIER OFFICE	Metro Animal Control	mail postage for rabies testing	\$32.20
UW CASHIER OFFICE	Metro Animal Control	mail rabies specimens for testing	\$31.95
<i>UW CASHIER OFFICE - Total For Metro Animal Control</i>			<i>\$64.15</i>
<b>UW CASHIER OFFICE - ALL DEPARTMENTS</b>			<b>\$64.15</b>

## VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Police Administration	notary cert	\$20.50
VCN NATRONAREALESTAT	Police Administration	notary renewal	\$20.50
VCN NATRONAREALESTAT	Police Administration	notary cert from County	\$20.50
VCN NATRONAREALESTAT	Police Administration	new notary	\$20.50
<i>VCN NATRONAREALESTAT - Total For Police Administration</i>			<i>\$82.00</i>

**VCN NATRONAREALESTAT - ALL DEPARTMENTS** \$82.00

**VERIZON WIRELESS**

VERIZON WIRELESS Balefill - Disposal & Landfill Verizon bill \$40.01

*VERIZON WIRELESS - Total For Balefill - Disposal & Landfill* \$40.01

**VERIZON WIRELESS - ALL DEPARTMENTS** \$40.01

**VOLANCE LANGUAGE**

VOLANCE LANGUAGE Police Administration Services \$26.04

*VOLANCE LANGUAGE - Total For Police Administration* \$26.04

**VOLANCE LANGUAGE - ALL DEPARTMENTS** \$26.04

**VRC COMPANIES LLC**

VRC COMPANIES LLC Police Administration Services \$158.40

*VRC COMPANIES LLC - Total For Police Administration* \$158.40

**VRC COMPANIES LLC - ALL DEPARTMENTS** \$158.40

**VZWRLSS MY VZ VB P**

VZWRLSS MY VZ VB P Golf - Operations Cellular Service for Irrigation \$80.02

*VZWRLSS MY VZ VB P - Total For Golf - Operations* \$80.02

**VZWRLSS MY VZ VB P - ALL DEPARTMENTS** \$80.02

**WAL-MART #3778**

WAL-MART #3778 Ft. Caspar Museum Exhibit supplies and props. \$55.81

*WAL-MART #3778 - Total For Ft. Caspar Museum* \$55.81

**WAL-MART #3778 - ALL DEPARTMENTS** \$55.81

**WARDWELL WATER & SEW**

WARDWELL WATER & SEW RWS - Booster Stations Winterize lines \$141.68

*WARDWELL WATER & SEW - Total For RWS - Booster Stations* \$141.68

**WARDWELL WATER & SEW - ALL DEPARTMENTS** \$141.68

## **WEAR PARTS INC**

WEAR PARTS INC Golf - Operations Bolts & nuts for turf slicer \$64.95

*WEAR PARTS INC - Total For Golf - Operations* \$64.95

WEAR PARTS INC Regional Water Operations GW SW Magmeter install parts \$33.13

*WEAR PARTS INC - Total For Regional Water Operations* \$33.13

WEAR PARTS INC WWTP Operations Bolts \$38.12

*WEAR PARTS INC - Total For WWTP Operations* \$38.12

**WEAR PARTS INC - ALL DEPARTMENTS** \$136.20

## **WEST PLAINS ENGINEER**

WEST PLAINS ENGINEER Capital Projects Fund CEC Domestic and Fire Service Replacement \$500.00

WEST PLAINS ENGINEER Capital Projects Fund Goodstein Parking Electrical D \$2,000.00

*WEST PLAINS ENGINEER - Total For Capital Projects Fund* \$2,500.00

**WEST PLAINS ENGINEER - ALL DEPARTMENTS** \$2,500.00

## **WESTERN WATER CONSUL**

WESTERN WATER CONSUL Capital Projects Fund K street improvements \$18,132.36

*WESTERN WATER CONSUL - Total For Capital Projects Fund* \$18,132.36

**WESTERN WATER CONSUL - ALL DEPARTMENTS** \$18,132.36

## **WM SUPERCENTER**

WM SUPERCENTER Metro Animal Shelter dryer sheets \$61.56

*WM SUPERCENTER - Total For Metro Animal Shelter* \$61.56

WM SUPERCENTER Police Federal Grants victim emergency services \$94.00

*WM SUPERCENTER - Total For Police Federal Grants* \$94.00

**WM SUPERCENTER - ALL DEPARTMENTS** \$155.56

## **WONDER WASH**

WONDER WASH Police Administration CAR WASHES \$14.11

*WONDER WASH - Total For Police Administration* \$14.11

**WONDER WASH - ALL DEPARTMENTS** \$14.11

**WY. MACHINERY CO.**

WY. MACHINERY CO.	Balefill - Disposal & Landfill	962 CAT Front End Wheel Loader	195,346.14
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$195,346.14</i>

**WY. MACHINERY CO. - ALL DEPARTMENTS** \$195,346.14

**WY. RENTS, LLC.**

WY. RENTS, LLC.	Capital Projects Fund	EQUIP RENTALS & LEASING SERVICES, TOOL R	\$5,100.00
<i>WY. RENTS, LLC. - Total For Capital Projects Fund</i>			<i>\$5,100.00</i>

**WY. RENTS, LLC. - ALL DEPARTMENTS** \$5,100.00

**WYOMING LOW VOLTAGE**

WYOMING LOW VOLTAGE	Refuse - Recycling	Technology Items (computers, software, and ne	\$118.15
<i>WYOMING LOW VOLTAGE - Total For Refuse - Recycling</i>			<i>\$118.15</i>

**WYOMING LOW VOLTAGE - ALL DEPARTMENTS** \$118.15

**WYOMING PATHWAYS**

WYOMING PATHWAYS	Metropolitan Planning Org	Web activity	\$1,000.00
<i>WYOMING PATHWAYS - Total For Metropolitan Planning Org</i>			<i>\$1,000.00</i>

**WYOMING PATHWAYS - ALL DEPARTMENTS** \$1,000.00

**WYOMING SIGNS LLC**

WYOMING SIGNS LLC	Police Administration	authorized personnel door signs	\$100.00
<i>WYOMING SIGNS LLC - Total For Police Administration</i>			<i>\$100.00</i>

**WYOMING SIGNS LLC - ALL DEPARTMENTS** \$100.00

**WYOMING STATE BAR**

WYOMING STATE BAR	City Attorney	MEMBERSHIP ORGANIZATIONS NOT ELSEWHER	\$380.00
<i>WYOMING STATE BAR - Total For City Attorney</i>			<i>\$380.00</i>

WYOMING STATE BAR - ALL DEPARTMENTS

\$380.00

**CITYWIDE BILLS AND CLAIMS TOTAL**

\$2,616,021.38

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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 \_\_\_\_\_

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DULY AUDITED BY (City Manager) \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY (Mayor) \_\_\_\_\_ DATE \_\_\_\_\_

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 10/20/20

**Additional Accounts Payable**

<b><u>10/01/20</u></b>	Prewrits - payroll vendors, petty cash, recording fees, background checks	331.17
	First Interstate Bank - Petty Cash for Metro	
	Natrona County Clerk	234.00
	State of Wy - Attorney General	78.00
	808-NCPERS Group Life	816.00
	Wy Retirement - City	241,224.28
	Wy Retirement - Fire	138,289.97
	Wy Retirement - Police	111,734.80
		492,708.22
<b><u>10/02/20</u></b>	Prewrit - filing fees	
	Clerk of Circuit Court	70.00
		70.00
<b><u>10/08/20</u></b>	Prewrits - refund, sales tax, contract payment, reimbursement	
	Jari Holmes	363.65
	State of Wy - Dept of Revenue	546.32
	Treto Construction	394,102.68
	Stephanie Ross	481.96
		395,494.61
<b><u>10/15/20</u></b>	Prewrits - reimbursement, recording fees, payroll vendors, reissue	
	Alyssa Baedke	32.50
	HP Inc.	26,056.73
	Lincoln National	16,028.66
	Natrona County Clerk	210.00
	State of Wy	905,540.22
		947,868.11
	<b>Total Additional AP</b>	<b>\$ 1,836,140.94</b>

October 14, 2020

MEMO TO: His Honor the Mayor and Members of City Council  
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance to Limit the Practice of Massage Therapy to Certified  
Massage Therapists – License Required.

**Meeting Type & Date**

Regular Council Meeting  
October 20, 2020

**Action type**

Move the proposed ordinance off the table and establish a Public Hearing and First Reading.

**Recommendation**

Councilmembers move and to bring the proposed ordinance off the table and establish a Public Hearing and First Reading for November 3, 2020.

**Summary**

City Council previously discussed at a Work Session, the proposed massage therapy ordinance derived from the regulations adopted in Laramie County, Wyoming. A Public Hearing and First Reading on the draft ordinance discussed at the Work Session and was scheduled for September 1, 2020, but was canceled by minute action for the purpose of permitting Council to engage in additional discussions and work on a revised massage therapy ordinance.

Council established a Committee led by Councilmembers Steve Cathey (Chair) and Mike Huber, and consisting of massage therapy professionals who practice in the City of Casper. The Committee met on September 16, 2020, September 29, 2020, and October 13, 2020. The purpose of the Committee was to gather ideas for the development of a new, simplified and less burdensome ordinance.

Council discussed the new proposed ordinance at the Work Session on October 13, 2020, and agreed the Ordinance should move forward for further discussion and Public Hearing and First Reading.

The new proposed Ordinance provides for:

- Law enforcement background checks and fingerprinting;
- Education of at least 500 hours, which would include classroom and hands-on education;
- Proof the applicant has passed the MBLEx, a national examination administered by the Federation of State Massage Therapy Boards;
- Professional liability insurance requirement;
- Minimal application fees with renewal every two years;

- Grandfather provision for professionals who have practiced for at least two of the last three years in Casper, Wyoming, and have graduated from a massage therapy program.

**Financial Considerations**

There will be minimal revenue from issuing licenses and permits, but work time spent on licensing and enforcement may be greater than the recovered fees.

**Oversight/Project Responsibility**

City Clerk's Office

Casper Police Department

City Attorney's Office

**Attachments**

Proposed draft ordinance

ORDINANCE NO.

AN ORDINANCE TO LIMIT THE PRACTICE OF MASSAGE THERAPY TO CERTIFIED MASSAGE THERAPISTS, LICENSE REQUIRED.

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 governing body of the City of Casper desires to establish a licensing and permit process for professionals and businesses providing massage therapy and bodywork services within the Casper City limits.

WHEREAS, the governing body of the City of Casper has the authority by Wyoming State Statutes §15-1-103(a)(xiii) and (xli) to adopt ordinances, resolutions and regulations including regulations necessary for the health, safety and welfare of the city and necessary to give effect to the powers conferred by the state legislature.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Chapter 8.04 Business Affecting Public Health, is hereby amended to encompass the licensing and operation of massage businesses and the practice of massage therapy and bodywork:

**Amendments for existing Sections:**

8.04.010 - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- A. Adequate. "Adequate" is to be determined by the health officer according to the provisions of this chapter.
- B. "Businesses affecting the public health" means any business other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink, lodging, body art and permanent cosmetic establishments, massage establishments and massage therapists, supervision and care of children and all like services or business, whether such services or businesses are on or off the premises.
- C. "Health officer" means the health officer of the Casper-Natrona County Health Department or his/her representative, whose duty it is to inspect all businesses affecting the public health.
- D. "Massage Therapy" "Massage" and "Bodywork" mean, for the purposes of this ordinance, the application of a system of structured touch, pressure, movement and holding of the soft tissues of the human body. The application may include pressure

friction stroking, rocking, kneading, percussion, or passive or active stretching within the normal anatomical range of movement. Complementary methods, including the external application of water, heat, cold, lubricants and other topical preparations; or the use of mechanical devise that mimic or enhance actions may be done by the massage therapist.

E. "Permit" means the permit needed to engage in the activities of a massage and/or body work therapist required by this Ordinance; the permit fee is sixty dollars.

F. "Public" means four or more people not related to the operator of the business affecting the public health.

G. "School" means a school or educational institution, as approved by the City Clerk's Office that issues or has issued an official diploma or certificate of completion to successful students completing a massage therapy affiliated curriculum consisting of not less than five hundred hours of instruction, including in class hands-on practicum under the supervision of staff instructors. The school must be licensed, if required, through the applicable state agency in the state in which the school is located.

1. If a state license is not required, the school must meet one of the following requirements:

a. The school's massage therapy affiliated curriculum must be reviewed, evaluated and approved by a national or international professional massage therapy organization; or

b. The school must have current accreditation status issued by an accreditation organization recognized by the U.S. Department of Education or the Wyoming Department of Education; or have current accreditation status issued by a national accreditation organization or have current accreditation status accepted by the City Clerk's Office.

#### 8.04.020 - License—Fee.

A. Every business affecting the public health shall, before beginning business, apply to the city for a license pursuant to this Chapter, and, after the business and premises are inspected and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee and health officer inspections shall befor those businesses other than massage therapy and bodywork establishments and massage therapists shall be:

1. .Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provide, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;

2. Twenty-five dollars for campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments;

3. Fifty dollars for child day care facilities;
4. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required;
5. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverage, an additional license fee of twenty-five dollars is required;
6. No license fee shall be required for food service facilities on any parochial, private or public school property.
7. The fees and requirements for massage and bodywork establishments and massage therapists are set forth beginning at Section 8.04.090; those specific provisions shall control when they are in conflict with the earlier provisions of this Chapter.

B. Unless otherwise provided, if a business enterprise involves more than one of the above-named services or businesses, a license must be obtained for each fee classification.

#### **Newly Created Sections:**

**8.04.090** Purpose and intent for including massage therapy and bodywork businesses and practice.

- A. It is the intent of the City of Casper that all entities and establishments which provide massage therapy services within the Casper City limits, shall be licensed by the City of Casper as well as all individuals who provide the services for such businesses.
- B. To obtain such a license the business must hire only certified massage therapists, and to obtain, as a massage and bodywork therapist, a massage therapist permit, the individual must be a certified massage therapist, or be grandfathered as an established Casper massage therapist.
- C. The purpose of this Chapter is to comply with the statutory authority given to the governing body of cities within Wyoming to protect the health, safety and general welfare of its citizens.

**8.04.100** Definitions applicable to Sections 8.04.110 through 8.04.280 concerning massage therapy.

- A. "Business Entity" means a sole proprietorship, corporation, partnership, association, limited partnership, or LLC.
- B. "Massage Establishment" means any establishment having a fixed place of business wherein any person, firm, association or corporation engages in or carries on or permits to engage in or carry on any of the activities mentioned in this Ordinance. Any establishment engaged in or carrying on, or permitting any type of massage for any payment or consideration shall be deemed a massage establishment.

- C. "Massage Therapist" means any person, who gives or administers to another, for any form of payment or consideration, a "massage", as that word is defined in this chapter. This shall include but not be limited to those persons calling themselves massage therapists, massagists, masseuses, or masseurs.
- D. "License" means the license to engage in the activities of a massage establishment required by this Ordinance; the license fee is One Hundred Dollars except for a sole proprietorship. A sole proprietorship shall not be assessed a separate fee for the business, but shall receive a license if the sole proprietorship is the holder of a massage therapist permit.
- E. "Person" means any proprietorship, individual, partnership, firm, association, joint stock company, corporation, or combination of individuals of whatever form or character.

**8.04.110** Massage Bodywork Therapist Permit.

- A. No person shall practice as a massage and/or bodywork therapist, proprietor, employee or otherwise, unless he/she has a valid and subsisting massage therapist permit issued by the City Clerk's Office, pursuant to the provisions of this Chapter. An application for a permit shall be submitted to the Clerk of the City of Casper who will forward the application to the Casper Police Department for the purpose of conducting background checks and fingerprinting.

**8.04.120** Application for Massage Establishment License.

- A. Any person desiring to engage in the business, trade, profession, operation or conduct of a massage establishment as provided in this Chapter shall, before engaging in such business, file an application and pay an application fee of One Hundred Dollars for a license in the Office of the Casper City Clerk. The application once accepted shall be referred to the Casper Police Department for investigation of the applicant's background including the submission of fingerprints.

The requirements of the application are:

1. The full and true name(s) and any other name(s) used by each applicant (hereinafter all provisions which refer to the applicant include any applicant which may be a corporation or partnership, LLC, etc.);
2. The present address and telephone number and a valid driver's license or social security number of each applicant.
  - a. If the applicant is a corporation, partnership, limited partnership, LLC, etc., hereafter business entity, the names and residence addresses of each of the officers and directors of said business entity owning more than ten percent of the business entity, and the address of the business entity, if different from the address of the massage establishment;

3. The location, mailing address, and all telephone numbers where the massage establishment is to be conducted;
4. The prior addresses for three years immediately prior to the date the application for a business license and/or permit of the applicant is submitted to the City Clerk's Office;
5. Proof that the applicant is over the age of majority;
6. The massage or similar business history of each applicant; whether such person, in previously operating in this or another city, county or state, has had a business license or permit revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation;
7. The name and address of each massage therapist who is or will be employed in such establishment;
8. Authorization for the Casper Police Department, its agents and employees to seek information and conduct a national background investigation with fingerprinting, and an investigation into the truth of the statements set forth in the application. The applicant shall be fingerprinted at the Casper Police Department;
9. The applicant shall notify the Clerk's Office, who in turn will notify the Casper Police Department, of any change in any of the data required to be furnished by this section within seven business days after such change occurs.

Upon completion of the application and the furnishings of all the foregoing information, the Casper City Clerk's Office shall accept the application for processing and forward the application to the Casper Police Department to begin the background check process.

**8.04.130 Application for Massage and/or Bodywork Therapist Permit.**

- A. The Application, and Application fee of Sixty Dollars to apply for a massage therapist permit shall be made to the City Clerk's Office with the same requirements, and in the manner, as provided in Section 8.04.120, for a massage establishment license. In addition, the application shall contain the following:
  1. Proof of not less than three hundred thousand dollars in general liability insurance coverage;
  2. Proof that the applicant has graduated from a massage therapy school as defined by this Chapter;
  3. Proof that the applicant has passed the MBLEx Examination administered by the Federation of State Massage Therapy Boards or administered by an organization approved by the City Clerk's Office.

**8.04.140** Issuance of License for a Massage Establishment or Permit for a Massage Therapist.

- A. Upon completion of the application review, the City Clerk may issue a license for a massage establishment and/or a permit for a massage and/or bodywork therapist to any person if all requirements for a massage establishment license or massage therapist permit as described in this Chapter are met unless the City Clerk's Office finds:
1. The operation, as proposed by the applicant, if permitted, would not comply with this Code Chapter; or
  2. The applicant, if an individual or if a business entity owner owning ten percent or more of the entity and the officers, members, partners and directors of the entity, or the holder of any lien, of any nature, upon the business and/or the equipment used therein, and the manager or other person principally in charge of the operation of the business, have been convicted of any of the following offenses or convicted of an offense, that would have constituted any of the following offenses if committed within the last ten years within the State of Wyoming:
    - a. An offense involving the use of force and violence upon the person of another that amounts to a felony or would qualify as domestic violence; or
    - b. An offense involving sexual misconduct; or
    - c. An offense involving narcotics, dangerous drugs or dangerous weapons that amounts to a felony; or
  3. The applicant, if an individual, or business entity owner owning ten percent or more of the entity, and the officers, members, partners, and directors of the entity, or the holder of any lien, of any nature upon the business and/or the manager or other person principally in charge of the business has after reaching the age of majority been convicted, including pleas of guilty or nolo contendere, or any offense in Wyoming or any other jurisdiction containing the same elements, or arising out of the same or similar facts or circumstances which requires registry as a sex offender; or
  4. The applicant has knowingly made any false, misleading or fraudulent statement of fact in the license or permit application or in any document required by the applicant; or
  5. The applicant, if an individual, or any of the officers, directors, members or owners owning ten percent or more of the business entity, or manager or other person principally in charge of the operation of the business, is not over the age of eighteen years old.

**8.04.150** Approval or Denial of Application.

The City of Casper Clerk's Office (hereafter Clerk's Office) shall act to approve or deny an application for licenses and permits under this section within ten business days, after the reception of recommendation letter from the Chief of Police, or his or her designee,

based on the applicant's ability to meet and maintain the requirements regarding the applicant's criminal background and history as required in this Chapter.

#### **8.04.180** Massage Establishment Operating Requirements.

No person or business entity shall engage in, conduct or carry on, or permit to engage in, conduct or carry on, the operation of a massage establishment unless each and all of the following requirements are met. If the requirements are not met or violated such act or omission is a violation of this Chapter and is unlawful;

- A. Each person employed or acting as a massage and/or bodywork therapist shall have a valid permit issued pursuant to the provisions of this Chapter, and it shall be a violation of this Chapter for any owner, operator, responsible managing employee, manager, or licensee in charge of or in control of a massage establishment to employ or allow a person to act as a massage and/or bodywork therapist who is not in possession of a valid permit;
- B. When a Health Officer or his or her designee has reasonable cause to suspect possible disease transmission by an employee of a massage establishment, he/she may secure a morbidity history of the suspected employee or make any other investigation as indicated and shall take appropriate action.

#### **8.04.190** Massage Therapist Operating Requirements.

No person will engage in, conduct or carry on the practice of a massage therapist unless each of the following requirements are met; if the requirements are not met or violated such act or omission is a violation of this Chapter and is unlawful:

- A. Possession of a valid permit issued pursuant to the provisions of this chapter, a copy of which will be made available upon request;

#### **8.04.200** Transfer of Permit.

No license or permit shall be transferable.

#### **8.04.210** Sale or Transfer Location.

Upon an application for sale or relocation of a massage establishment, the application shall be treated as a new facility.

#### **8.04.220** Name and Place of Business.

No person granted a license pursuant to this chapter shall operate the massage establishment under a name not specified in his/her license, nor shall he/she conduct business under any designation or location not specified in his/her license. Off premises massage service can be included in approved establishment's or permittee's permit.

#### **8.04.240 Denial, Suspension or Revocation of License or Permit.**

- A. 1. Within three business days of the denial of an application for a massage establishment license, or a massage therapist permit, the applicant may file with the City Clerk's Office a written request for an appeal hearing. At such hearing, to be held at a reasonable time after receipt of request, evidence shall be received for the purpose of determining whether or not such denial shall be upheld. During the hearing, all requirements of the Wyoming Administrative Procedures Act shall be followed and an independent hearing officer, a member of the Wyoming State Bar, shall be retained to conduct such hearing and render a decision on the issue(s).
2. Any individual who has practiced massage therapy, or has owned a massage establishment in Casper, Wyoming, for at least twelve months preceding the denial of their application for permit or license, may continue to practice massage therapy and/or operate their massage establishment throughout their appeal process.
- B. The notification of the reasons for such decisions shall be set forth in writing and sent to the applicant by means of registered or certified mail or hand delivery.
- C. Suspension or Revocation. Any massage establishment license or massage therapist permit shall be subject to a non-arbitrary suspension or revocation by the City Clerk's Office for a violation in the issuance of such permit in the first instance, or for the violation of any law regulating massage establishments or massage therapists. A suspension of five days or more or a revocation may be appealed pursuant to the procedure referred in the preceding two paragraphs.
- D. Grandfather provision. Any individual who has practiced massage therapy or bodywork, may upon paying a fee of Sixty Dollars, be granted a massage therapist permit to practice in this City without being required to have five hundred hours of schooling and to take an examination, if the applicant provides evidence satisfactory to the clerk as follows:
  1. Actively practiced for at least two of the last three years in Casper, Wyoming; and
  2. Graduated from a school of massage or massage therapy program approved by the clerk's office which may be proven by presentation of a diploma or credentials or passed an examination acceptable to the clerk; and
  3. Is not subject to suspension, revocation, or otherwise restricted in any manner for disciplinary purposes; and
  4. Qualifies for licensure or permit under this section pursuant to the background check and fingerprinting provisions; and
  5. Denial of an application or suspension, or revocation of a permit issued pursuant to the grandfather provision shall follow the same appeal process as set out subsections A. through C above.

#### **8.04.260 Renewal Procedures.**

- A. Any massage establishment license or massage therapist permit issued under the provisions of this chapter shall be valid for two years from the date of issuance.
- B. Any person holding a valid massage establishment license or a valid therapist permit who wishes to renew the same shall submit to the City Clerk's Office no less than sixty days, but no more than ninety days prior to the renewal date the same information and documentation as required for the initial issuance as previously set forth herein.
- C. The City Clerk's Office shall act to approve or deny an application for renewal of a permit under this Ordinance within a reasonable period of time and in no event shall the City Clerk's Office act to approve or deny said permit later than thirty days from the date and said renewal application was accepted and found to be complete by the City Clerk's Office.

**8.04.270 Severability and Effective Date.**

- A. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- B. This Ordinance shall be in full force and effect six months after its passage.

**8.04.280 Violation – Penalty.**

- A. Any person or business entity violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punishable by a fine up to Seven Hundred and Fifty Dollars, six months incarceration or both. Ongoing violations are separate occurrences and may result in additional charges.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

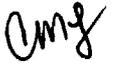
\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

October 14, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish November 3, 2020, as the Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 32 Roaring 22, LLC d/b/a The Gaslight Social, located at 314 West Midwest Avenue.

Meeting Type & Date

Regular Council Meeting  
October 20, 2020

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish November 3, 2020 as the Public Hearing date for a transfer of ownership for retail liquor license No. 32 Roaring 22, LLC d/b/a The Gaslight Social, located at 314 West Midwest Avenue.

Summary

An application has been received requesting a transfer of ownership for retail liquor license No. 32 Roaring 22, LLC d/b/a The Gaslight Social, located at 314 West Midwest Avenue.

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

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

October 14, 2020

MEMO TO: His Honor the Mayor and Members of City Council  
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Amending Section 2.60.050 to the Code of Ethics of the  
Casper Municipal Code

**Meeting Type & Date**

Regular Council Meeting  
October 20, 2020

**Action type**

Third Reading

**Recommendation**

After an opportunity for amendments as appropriate, pass on third reading the proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code.

**Summary**

Find attached a copy of the proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code.

At the Council Meeting on October 6, 2020, an amendment, adding Section 2.60.050 B.3.a.iv, was adopted. The amended language is as follows:

“If any citizen or group of citizens has reason to believe that a council member has or had a conflict of interest, the citizen or group of citizens can bring the complaint to a council member, who shall forward the complaint to the mayor or the vice mayor. The mayor or vice mayor will acknowledge receipt of the complaint to the complainant and will advise the complainant that appropriate measures will be taken, based upon a review of the complaint, which may include communications with the parties, city staff or others as deemed necessary.”

**Financial Considerations**

None anticipated

**Oversight/Project Responsibility**

Mayor and Vice Mayor and City Council Members  
City Attorney

**Attachment**

Proposed Ordinance after the October 6, 2020 amendment, amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code

ORDINANCE NO. 21-20 AMENDED

AN ORDINANCE AMENDING SECTION 2.60.050 TO THE  
CODE OF ETHICS OF THE CASPER MUNICIPAL CODE.

WHEREAS, the members of the City Council desire to conduct their business in a manner that is legally and ethically beyond reproach; and

WHEREAS, on October 15, 2019, the City Council passed Ordinance No. 29-19 creating Chapter 2.60 Code of Ethics; and

WHEREAS, since 2019 the City Council has determined the following modifications and additions to Section 2.60.050 are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Section 2.60.050 of the Casper Municipal Code is hereby amended and replaced as follows:

2.60.050 – A. Official decisions and votes.

1. A public official or public member shall not make an official decision or vote on an official decision if the public official or public member has a personal interest in the matter. In determining whether he or she has a personal interest in a matter, the public official or public member shall recognize the importance of his or her right to represent his or her constituency and shall abstain from voting only in clear cases of a personal interest, as defined in this subsection. A public official or public member shall not vote to give money or any direct financial benefit to himself or herself except for tax reductions affecting the general public. For purposes of this section, a personal interest is:
  - a. With respect to the public official or public member, an interest which is direct and immediate as opposed to speculative and remote; and
  - b. An interest that provides the public official or public member, a greater benefit or lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.
2. A public official or public member, described by subsection “a” of this section shall abstain from voting on the decision and from making any official decision in the matter. The public official's or public member's abstention from voting must be recorded in the city's, board's or committee's official records.
3. This section shall not be construed to supersede Wyoming Statutes Sections 15-9-220, or 16-6-118. Those provisions shall control to the extent inconsistent with this section.

B. Definition of/purpose for Conflict of Interest. Prohibition.

1. Definition of “Conflict of Interest” A conflict of interest will be deemed to exist, whenever an individual is in the position to approve or influence policies or actions of the City of Casper or one of its boards or commissions (hereafter City), or reasonably appears to be in a position to approve or influence policies or actions of the City, which involve or could harm, or benefit financially: (i) the individual; (ii) any member of the member’s immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals and/or cohabitation partner); (iii) any organization in which he or she or an immediate family member or cohabitation partner is a director, trustee or officer or has more than five percent equity or investment interest or the right to acquire any equity or investment interest of more than five percent; (iv) any organization in which he or she or an immediate family member or cohabitation partner has a compensation arrangement; For the avoidance of doubt, service on a joint powers board while on the City Council, and service as a liaison or representative to a City or Casper commission or board, shall not constitute a conflict of interest, but the duty of the council-member is to act in the best interest of the City.
2. Purpose. The purpose of this policy recognizes the mere appearance of a conflict may be as serious and potentially damaging to the public trust as an actual conflict. Therefore, potential conflicts must be disclosed, evaluated and managed with the same thoroughness as actual conflicts. Each city council member shall promptly disclose any conflict of interest or potential conflicts of interest that exist or may arise; a council member is to act in the best interest of the City.
3. Procedures regarding conflicts of interest:
  - a. Duty to disclose:
    - i. In connection with any proposed transaction, contract, arrangement, policy, program or other matter being considered by the City of Casper or its governing body, a council member shall promptly disclose the existence of any conflict or potential conflict that may give rise to a conflict of interest with respect to the proposed transaction, contract arrangement, policy, program or other such matter.
    - ii. Potential conflicts of interest can be seriously damaging to the public’s trust. A council member shall promptly disclose the existence of any

potential conflict of interest. When in doubt, the council member shall disclose matters as potential conflicts of interest and disclose all relevant facts relating to the potential conflict.

- iii. If any council member has reason to believe that another council member has a potential conflict of interest, the council member with such belief shall inform the governing body, including disclosing all relevant facts and concerns relating thereto.
  - iv. If any citizen or group of citizens has reason to believe that a council member has or had a conflict of interest, the citizen or group of citizens can bring the complaint to a council member, who shall forward the complaint to the mayor or the vice mayor. The mayor or vice mayor will acknowledge receipt of the complaint to the complainant and will advise the complainant that appropriate measures will be taken, based upon a review of the complaint, which may include communications with the parties, city staff or others as deemed necessary.
- b. Procedures for addressing a conflict of interest.
- i. If a council member declares a conflict of interest, or a potential conflict of interest exists, or two thirds of the governing body less the member with an alleged potential conflict determine that a conflict of interest exists, the conflicted member may make a presentation to the governing body in open session regarding the conflict of interest but shall only state facts; the member shall not argue for or against the item under consideration. The conflicted member shall then leave the meeting and all future meetings where the potential conflict may be discussed or considered and shall not be present during any discussion of the matter which gave rise to the conflict of interest or potential conflict of interest of the member.
- c. Duty to abstain.
- i. After disclosing the existence of a potential conflict, the council member shall refrain from using their potential influence (either at or outside a council meeting, or otherwise) to influence the governing body's handling of the transaction, contract, arrangement, policy, program, or other matter.
  - ii. No council member may vote on, or each council member must abstain from voting on, any matter in which the council member has a conflict of interest or potential conflict of interest.

C. Preemptive policy to avoid conflicts of interest or the appearance of a conflict of interest.

1. If a council member votes on a matter before council, he or she shall decline to take any financial ownership in the transaction, contract, arrangement, policy, or other such matter upon which he or she voted, for the entirety of the time that member is a member of city council and/or is a city council board or commission appointee.

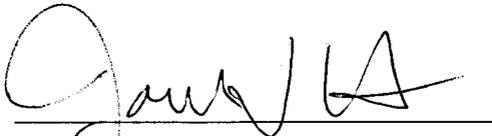
(Ord. No. 29-19, 10-15-2019)

PASSED on 1<sup>st</sup> reading the 15<sup>th</sup> day of September, 2020

PASSED on 2<sup>nd</sup> reading the 6<sup>th</sup> day of October, 2020

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

ORDINANCE NO. 22-20

AN ORDINANCE APPROVING THE VACATION OF A 0.017-  
ACRE PORTION OF PUBLIC RIGHT OF WAY (ALLEY)  
LOCATED BETWEEN LOT 17, NATRONA HEIGHTS RE-  
SUBDIVISION AND LOT 4 OF WHITE'S ADDITION

WHEREAS, Natrona County has requested the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition; and,

WHEREAS, said portion of public right-of-way is more particularly described by metes and bounds in Exhibits "A" and "B," which by reference herein are hereby incorporated into this ordinance; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the right-of-way (alley) proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, prior to third and final reading, Natrona County will submit signed consents to release and abandon the utility easement associated with said portion of right-of-way (alley) being proposed for vacation, from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of right-of-way (alley) can be vacated without adversely impacting utility services or traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of right-of-way (alley).

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

SECTION 1:

That the vacation of a 0.017-acre portion of public right-of-way (alley), located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition, as described in Exhibits "A" and "B", is hereby approved.

SECTION 2:

That the vacated portion of public right-of-way (alley) shall revert to the adjoining land owners, as provided by law.

SECTION 3:

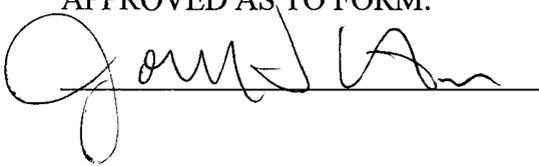
This ordinance shall be in full force and effect from and after passage on three readings, publication pursuant to law.

PASSED on 1st reading the 29<sup>th</sup> day of September, 2020.

PASSED on 2nd reading the 6<sup>th</sup> day of October, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

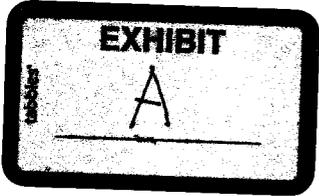
CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

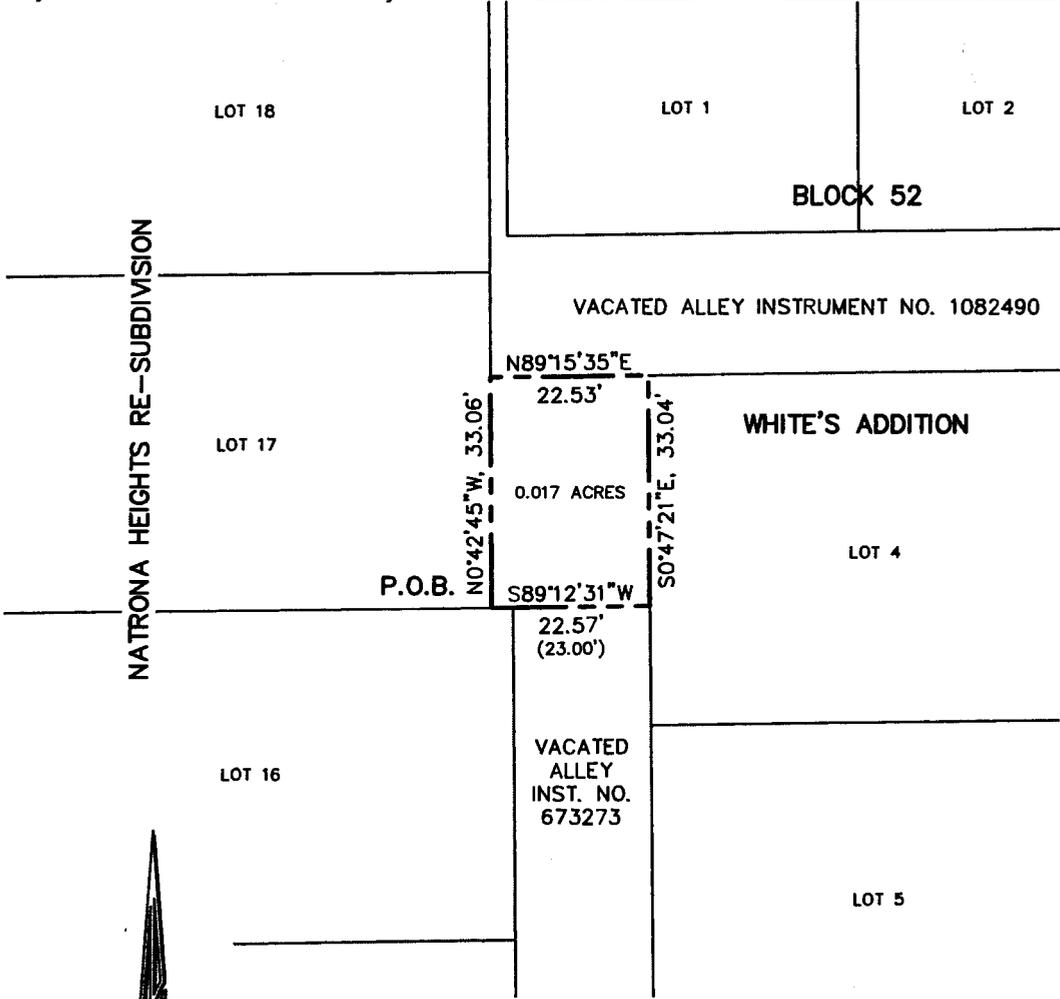


WLC ENGINEERING & SURVEYING  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

Client BANNER HEALTH Address 2901 NORTH CENTRAL AVE., STE. 160  
 City PHOENIX State ARIZONA Zip 85012

PROPERTY LOCATION PLAT

NE1/4NW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision WHITE'S ADDITION  
 City CASPER County NATRONA State WYOMING



SCALE: 1"=20'  
 BASIS OF BEARING:  
 STATE PLANE COORDINATES  
 WYOMING EAST CENTRAL ZONE  
 NAD 83/2011  
 US SURVEY FOOT GRID DISTANCE

LEGEND

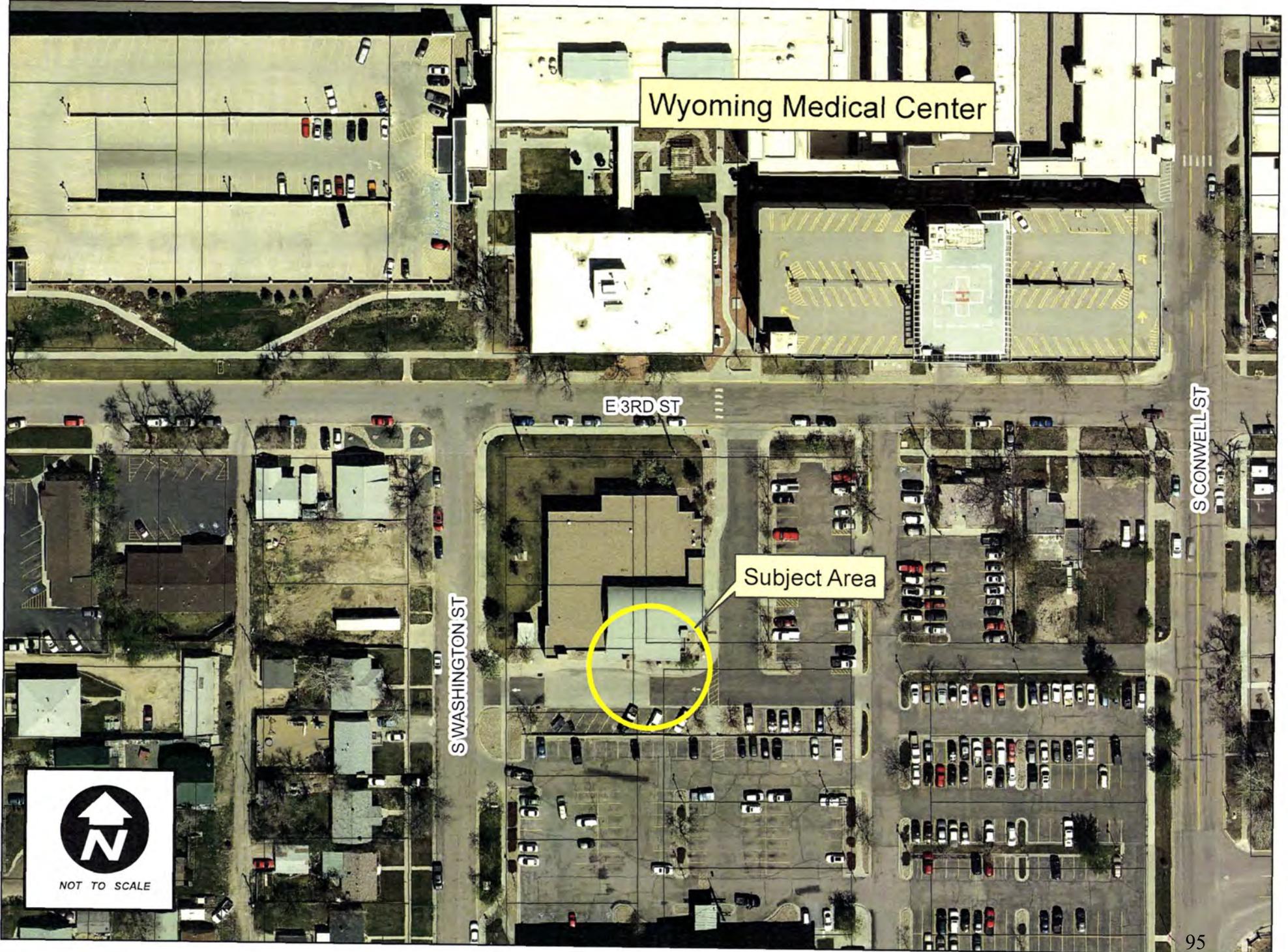
- (0.00') RECORD
- $N0^{\circ}00'00''W$ , 0.00' MEASURED
- PARCEL BOUNDARY

Exhibit "A"  
 Date: 07-10-20  
 W.O. No. 17030-13  
 Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
 Drawn By: MPJ  
 Acad File: ALLEY PARCEL





# Wyoming Medical Center - Partial Alley Vacation



Wyoming Medical Center

Subject Area

E 3RD ST

SWASHINGTON ST

SCONWELL ST



ORDINANCE NO. 23-20

AN ORDINANCE AMENDING ORDINANCE NO. 18-17, A FRANCHISE GRANTING AN ELECTRIC UTILITY EASEMENT TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS ROCKY MOUNTAIN POWER.

WHEREAS, on November 21, 2017, City Council approved Ordinance No. 18-17, which granted an electric utility franchise and general utility easement (“Franchise”) to PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power; and,

WHEREAS, the City receives a seven percent (7%) franchise fee from Rocky Mountain Power; and,

WHEREAS, unless Council acts, the franchise fee automatically decreases to five percent (5%) on November 21, 2021; and,

WHEREAS, the projected loss of revenue to the City is approximately Seven Hundred Sixty Thousand Dollars (\$760,000) or more each fiscal year if the automatic decrease occurs; and,

WHEREAS, Council has determined that the projected revenue loss is impractical and unworkable from a budgetary perspective; and,

WHEREAS, the Franchise allows the City to change the franchise fee amount at any time; and,

WHEREAS, the City must give Rocky Mountain Power 60 days’ prior written notice of the franchise fee change before it is implemented; and,

WHEREAS, Council wants to amend the Franchise to keep the current, seven percent (7%) franchise fee in place throughout the term of the Franchise.

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

SECTION 1:

Section 13 A. of Ordinance No. 18-17 is amended to read:

In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term “gross revenue” as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric

power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to change the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such change following adoption of the change in percentage by the City. The change shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

SECTION 2:

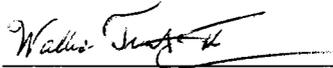
The City Manager or his designee shall notify Rocky Mountain Power of this change to the franchise fee by providing it with a copy of this executed Ordinance. The persons and addresses to whom notice shall be given are set forth in Section 19 of Ordinance No. 18-17.

PASSED on 1<sup>st</sup> reading the 6<sup>th</sup> day of October, 2020.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

ACCEPTED BY PACIFICORP:

\_\_\_\_\_  
Sharon Fain  
Vice President, Wyoming  
Date: \_\_\_\_\_

October 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Five-Year Transit Strategic Development Plan and Transit Marketing Plan  
Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, October 20, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Moore & Associates, Inc., for the Five-Year Transit Strategic Development Plan and Transit Marketing Plan in an amount not to exceed \$98,067.75.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP), which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2019 UPWP included \$100,000 of matched federal funding for a Five-Year Transit Strategic Development Plan and Transit Marketing Plan. This plan consists of three related goals; to evaluate both the The Bus (deviated fixed-route) and CATC (paratransit) services; to prepare a five-year slate of strategies and tactics intended to enhance community mobility as well as service performance, and to prepare a Transit Marketing Plan to support implementation of the proposed service plan.

The Casper Area MPO released a Request for Proposals (RFP) on July 10, 2020. Three (3) consulting firms responded with a proposal by the August 7, 2020 deadline. Members from the MPO Technical Committee reviewed the proposal and on September 2, 2020, selected Moore & Associates, Inc. based on the quality of the initial proposal, qualifications of proposed staff, understanding of the project, and virtual interview. The MPO expects the proposed project to be completed by July 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$98,067.75. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$ 88,741.51
<b>Local Match</b>	9.51%	\$ 9,326.24
Casper	73.31%	\$ 6,837.07
Natrona	15.80%	\$ 1,473.55
Mills	4.59%	\$ 428.07
Evansville	3.37%	\$ 314.29
Bar Nunn	2.93%	\$ 273.26
	<b>Total</b>	<b>\$ 98,067.75</b>

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$100,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on January 23, 2020.

Oversight/Project Responsibility:  
M. Jeremy Yates, MPO Supervisor

Attachments:  
Resolution, Contract for Professional Services

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this 6<sup>th</sup> day of October, 2020, by and between the following parties:

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

2. Moore & Associates, Inc., 25852 McBean Parkway, #187, Valencia, California, 91355 (“Consultant”).

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

### RECITALS

A. Pursuant to this Contract, Owner, the City is undertaking professional services for a Five-Year Transit Strategic Development Plan and Transit Marketing Plan, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

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

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

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

#### 1. SCOPE OF SERVICES.

The Consultant shall perform the Five-Year Transit Strategic Development Plan and Transit Marketing Plan as follows:

Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or

similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Scope of Services shall be completed on or before July 31, 2021.

C. At its discretion, the City, may grant a time extension.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Ninety Eight Thousand Sixty Seven Dollars and Seventy Five Cents (\$98,067.75). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain five percent (5%) of total Project cost, or Four Thousand Nine Hundred Three Dollars and Thirty-Nine Cents (\$4,903.39), until the Community Development Director provides written notice of final acceptance of the Project.

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 Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

\*\*\* The remainder of this page is intentionally left blank \*\*\*

APPROVED AS TO FORM:

Walter [Signature]

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

WITNESS:

Moore & Associates, Inc., as Consultant:

By: Stephanie Roberts

By: Allison Moore

Printed name: STEPHANIE ROBERTS

Printed name: ALLISON MOORE

Title: CORPORATE TREASURER

Title: CORPORATE SECRETARY

10/5/2020

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of four (4) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant’s profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant’s failure to perform any of the Consultant’s duties and obligations hereunder or in connection with the negligent performance of the Consultant’s duties or obligations,

including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
  - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;
  - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
  - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
  
- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
  
- NN. **Section Reserved for Later Use.**
  
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
  
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
  
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
  
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
  
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or

disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

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EXHIBIT "A"  
SCOPE OF SERVICES



25852 McBean Pkwy #187  
Valencia, CA 91355  
(p) 888.743.5977  
[www.moore-associates.net](http://www.moore-associates.net)

September 15, 2020

Mr. Jeremy Yates  
MPO Supervisor  
Casper Area MPO  
200 N. David Street  
Casper, WY 82601

*Subj: 5-Year Transit Strategic Development Plan*

Dear Jeremy:

Thank you again for selecting Moore & Associates, Inc. to assist the MPO with preparation of the captioned activity. We look forward to working with you and your colleagues on this important project.

This project consists of three related elements: 1) objective evaluation of The Bus (deviated fixed-route) and CATC (paratransit) services, 2) preparation of a five-year slate of strategies and tactics intended to enhance community mobility as well as service performance, and 3) preparation of a Transit Marketing Plan to support implementation of the Preferred Service Plan.

Attached is a matrix identifying each of the tasks requested in the MPO's proposed Scope of Work. We have identified individual activities within each task as well as key deliverables. The matrix also includes a preliminary project timeline (specific to each of the project tasks).

Stephanie Roberts has been in contact with Wyoming's Secretary of State. Moore & Associates now has a Certificate of Incorporation and is authorized to do business in Wyoming.

Please let me know if there is anything further you need from Moore & Associates, Inc. to support approval of this project.

Sincerely,

Jim Moore



## Casper Area MPO Five-Year Transit Strategic Development Plan and Transit Marketing Plan

<i>Task #: Task Title</i>	<i>Discussion/listing of key deliverables</i>	<i>Timeframe</i>
Task 0: Project management	<ul style="list-style-type: none"> <li>·Facilitate in-person project initiation meeting.</li> <li>·Achieve consensus re project goals, key deliverables, and project schedule.</li> <li>·Present M&amp;A's "project success" guarantee check.</li> <li>·Complete familiarization tour of The Bus/CATC service area.</li> <li>·Identify key activity centers.</li> <li>·Identify near-term residential and commercial development.</li> <li>·Prepare/submit meeting agenda and summary.</li> <li>·Prepare/submit familiarization tour summary.</li> <li>·Set up Basecamp project account.</li> <li>·Biweekly project status conference calls. Agendas and summaries.</li> <li>·Monthly progress memos and invoices.</li> </ul>	Ongoing
Task 1: Evaluation of existing conditions	<ul style="list-style-type: none"> <li>·Quantitative performance evaluations of fixed-route and paratransit services.</li> <li>·Demographic analysis of service area.</li> <li>·Identify and evaluate current funding sources.</li> <li>·Prepare baseline financial and capital plans.</li> <li>·Conduct ridecheck (target: 100 percent).</li> <li>·Analyze on time performance data.</li> <li>·Analyze boarding &amp; alighting data.</li> <li>·Meet with MPO, City, and CATC staff.</li> <li>·Discuss vision for public transit in Casper and adjoining communities.</li> <li>·Identify potential operational issues.</li> <li>·Evaluate transit fleet.</li> <li>·Summarize recent "unmet transit needs" public comments.</li> </ul> <p>Key deliverables: Ridecheck plan and schedule, Tech Memo #1 (Existing Conditions)</p>	Up to 10 weeks following project initiation

<b>Task #: Task Title</b>	<b>Discussion/listing of key deliverables</b>	<b>Timeframe</b>
Task 2: Transit needs assessment	<ul style="list-style-type: none"> <li>·Assess mobility needs within Casper and adjoining communities.</li> <li>·Review MPO's public participation guidelines.</li> <li>·Review MPO's Title VI Plan.</li> <li>·Conduct The Bus customer survey.</li> <li>·Conduct survey of CATC customers.</li> <li>·Conduct community (non-rider) survey.</li> <li>·Conduct community stakeholder survey.</li> <li>·Conduct small-group round tables with community stakeholders (if feasible).</li> <li>·Prepare short-form video promoting the TSDP and encouraging community participation (for virtual "open house" option).</li> <li>·Design/produce collateral to promote the TSDP for use by community organizations.</li> <li>·Design/produce collateral to promote the TDSP for use by MPO/City.</li> <li>·Design/maintain project webpage.</li> <li>·Facilitate community workshops (if feasible)</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>·Conduct virtual "open house" (including short-form video)</li> <li>·Review recent community and/or transit rider survey data (if feasible)</li> </ul> <p>Key deliverables: Survey instruments, survey plans, stakeholder sessions, project webpage, community workshops (or virtual "open house" as conditions warrant), Tech Memo #2 (Summary of community engagement), and Tech Memo #3 (Transit Needs Assessment).</p>	Starting 5 weeks after project initiation
Task 3: Service scenarios	<ul style="list-style-type: none"> <li>·Prepare series of service delivery options.</li> <li>·Prepare operating, capital, ridership, and revenue forecasts for each service delivery option.</li> <li>·Facilitate MPO, City, and CATC discussion of the service options.</li> <li>·Achieve consensus as to the Preferred Service Plan.</li> </ul> <p>Key deliverable: Tech Memo #4 (Service Scenarios).</p>	Starting 14 weeks from project initiation

<b>Task #: Task Title</b>	<b>Discussion/listing of key deliverables</b>	<b>Timeframe</b>
Task 4: Administrative and funding recommendations	<ul style="list-style-type: none"> <li>·Prepare administrative and funding recommendations to support the Preferred Service Plan.</li> <li>·Conduct fare analysis.</li> <li>·Prepare fare equity analysis addressing Title VI guidelines.</li> <li>·Identify and analyze potential funding resources and partnerships.</li> <li>·In-person "table read" of Tech Memo #4 and Tech Memo #5.</li> </ul> <p>Key deliverable: Tech Memo #5 (Administrative and Funding recommendations).</p>	Starting 14 weeks from project initiation
Task 5: Five-Year Transit Strategic Development Plan	<ul style="list-style-type: none"> <li>·Prepare draft Five-Year TSDP.</li> <li>·Review existing TAM Plan.</li> <li>·Identify future capital needs/priorities.</li> <li>·Finalize the project report.</li> <li>·Presentation to MPO committees.</li> <li>·Presentation to CATC Advisory Board.</li> <li>·Presentations to city and town councils.</li> </ul> <p>Key deliverables: Tech Memo #6 (Operations, Financial, and Capital Plans), draft Five-Year TSDP report, final TSDP report, presentations.</p>	Starting 18 weeks from project initiation
Task 6: Transit Marketing Plan	<ul style="list-style-type: none"> <li>·Prepare up to three branding concepts.</li> <li>·Prepare brand style guide (value-added).</li> <li>·Prepare Marketing Plan.</li> </ul> <p>Key deliverable: Tech Memo #7 (Transit Marketing Plan).</p>	Starting 20 weeks from project initiation

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EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for a Five-Transit Development Plan; and,

WHEREAS, on September 2, 2020, the Consultant Selection Committee approved the hiring of Moore & Associates, Inc., 25852 McBean Parkway, #187, Valencia, California, 91355, to complete the Five-Year Transit Strategic Development Plan and Transit Marketing Plan.

WHEREAS, Moore & Associates, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Moore & Associates, Inc., to complete the Five-Year Transit Strategic Development Plan and Transit Marketing Plan in accordance with the scope of work and schedule included in this Agreement, for an agreement amount of Ninety Eight Thousand Sixty Seven Dollars and Seventy Five Cents (\$98,067.75).

PASSED AND APPROVED THIS 6<sup>th</sup> day of October, 2020.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

Liz Becher  
Liz Becher  
Community Development Director

Paul Bertoglio  
Paul Bertoglio  
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Environmental and Civil Solutions, LLC., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Allison Moore, am the Corporate Secretary of and duly authorized representative of the firm of Moore & Associates, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

10/5/2020  
Date

Allison Moore  
Signature

Allison Moore  
Printed Name

Corporate Secretary  
Title

EXHIBIT "E"  
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Steven K. Freel  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF California ) ss

COUNTY OF Los Angeles ) ss

I, Allison Moore, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Allison Moore  
Corporate Secretary  
Title

Subscribed in my presence and sworn to before me this 5<sup>th</sup> day of October, 2020, by:

Stephanie Moore

Notary Public



Feb 9, 2021  
My Commission Expires

RESOLUTION NO.20-202

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND MOORE & ASSOCIATES, INC. FOR THE FIVE-YEAR TRANSIT STRATEGIC DEVELOPMENT PLAN AND TRANSIT MARKETING PLAN IN AN AMOUNT OF NINTEY EIGHT THOUSAND SIXTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$98,067.75).

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Five-Year Transit Development Plan, not to exceed One Hundred Thousand Dollars (\$100,000); and,

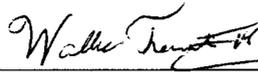
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in transit development plans on July 10, 2020; and,

WHEREAS, the Project Selection Committee selected Western Research and Development, Ltd. on September 3, 2020, to complete the Five-Year Transit Strategic Development Plan and Transit Marketing Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and Moore & Associates, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety Eight Thousand Sixty Seven Dollars and Seventy Five Cents (\$98,067.75) for a Five-Year Transit Strategic Development Plan and Transit Marketing Plan.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

October 1<sup>st</sup>, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Denyse Wyskup, Regional GIS Administrator 

SUBJECT: Casper Area Metropolitan Planning Organization (MPO) Environmental Systems Research Institute, Inc. (ESRI) Small Enterprise Municipal and County Government License Agreement (ELA) Renewal and Amendment

Meeting Type & Date

Regular Council Meeting, October 20, 2020.

Action type

Resolution

Recommendation

That Council approve, by resolution, the renewal of the ESRI Small Municipal and County Government Enterprise License Agreement for the sum of \$182,500.00 to be paid in three annual installments with step wise increases, 2021 (\$58,500.00), 2022 (\$60,500.00) and 2023 (\$63,500.00), from the Casper Area Metropolitan Planning Organization (MPO) federal grant to the City of Casper. In addition, approve the inclusion of the Wyoming Governmental Claims Act as Amendment No.1 to the Agreement.

Summary

The ESRI ELA provides the participating governmental entities access to ESRI desktop, web and enterprise applications. Since 2010, the ELA has provided the core components necessary to build the regional Geographic Information Systems (GIS) architecture currently in place and in development. The ELA also enables the regional partners to more efficiently integrate enterprise software solutions that leverage geospatial information as principle data components; two examples being Tyler Technologies and Spillman. The ESRI ELA will expire February 8, 2021. The ELA requires renewal every three years. Attached you will find the most recent contract. No significant changes were made to this renewal cycle.

During negotiation of the license renewal it was recommended by the City Attorney's Office to again include the Wyoming Governmental Claims Act into the ELA. ESRI was amenable to the inclusion of this amendment this renewal cycle. Attached you will find the amendment prepared by the City Attorney's Office.

Financial Considerations

The annual licensing renewal expense is budgeted through the Unified Planning Work Program (UPWP) for the Casper MPO.

Oversight/Project Responsibility

Denyse Wyskup, Regional GIS Administrator

Attachments

Resolution

ESRI Enterprise License Agreement

Amendment No.1 to the Enterprise License Agreement

**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement #00283667.0



**REGIONAL GOVERNMENT  
 ENTERPRISE AGREEMENT  
 (RG1)**

This Agreement is by and between City of Casper ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) Esri CityEngine Single Use Licenses  
 250 ArcGIS Online Viewers  
 250 ArcGIS Online Creators  
 37,500 ArcGIS Online Service Credits  
 250 ArcGIS Enterprise Creators  
 5 Insights in ArcGIS Enterprise  
 5 Insights in ArcGIS Online  
 50 Tracker for ArcGIS Enterprise  
 50 Tracker for ArcGIS Online  
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 4 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

**Term of Agreement:** Three (3) years, February 8, 2021 - February 7, 2024

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Casper  
(Managing Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

Date: \_\_\_\_\_

**MANAGING CUSTOMER CONTACT INFORMATION**

Contact: Denyse Wyskup

Address: 200 N David St

City, State, Postal Code: Casper, WY 82601

Country: USA

Quotation Number (if applicable): Q-415634

Telephone: (307) 235-8455

Fax: \_\_\_\_\_

E-mail: dwyuskup@casper.wy.gov

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Customer"** means Managing Customer and Authorized Entity.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Managing Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party

will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

**3.6 Termination of an Individual Authorized Entity.** Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

**3.7 Termination by Authorized Entity.** If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

#### 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no

additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

**b. Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

**6.0—ENDORSEMENT AND PUBLICITY**

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

**7.0—ADMINISTRATIVE REQUIREMENTS**

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this

Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

**8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT**

**8.1 Orders, Delivery, and Deployment**

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or

use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

- (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## **9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES**

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership

Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**ATTACHMENT 1  
AUTHORIZED ENTITY LIST**

- |  |   |
|--|---|
| <p>1. Authorized Entity Name: <u>Natrona County</u><br/>         Contact Name: <u>Eileen Hill</u><br/>         Address: <u>200 N Center St</u><br/> <u>Suite 105 Casper, WY 82601</u><br/>         Phone: <u>(307) 235-9351 or 9622</u><br/>         E-mail: <u>ehill@natronacounty-wy.gov</u></p>   | <p>2. Authorized Entity Name: <u>Natrona County Fire District</u><br/>         Contact Name: <u>Brian Oliver</u><br/>         Address: <u>PO Box 820</u><br/> <u>Mills, WY 82644</u><br/>         Phone: <u>(307) 234-8826</u><br/>         E-mail: <u>boliver@natronacounty-wy.gov</u></p>                         |
| <p>3. Authorized Entity Name: <u>Natrona County Health Dept</u><br/>         Contact Name: <u>Anna Kinder</u><br/>         Address: <u>475 S Spruce St</u><br/> <u>Casper, WY 82601</u><br/>         Phone: <u>(307) 577-9722</u><br/>         E-mail: <u>akinder@cnchd.org</u></p>  | <p>4. Authorized Entity Name: <u>Town of Edgerton</u><br/>         Contact Name: <u>Cindy Aars</u><br/>         Address: <u>311 N Second St</u><br/> <u>Edgerton, WY 82635</u><br/>         Phone: <u>(307) 437-6763</u><br/>         E-mail: <u>townofe@rconnect.net</u></p>                                       |
| <p>5. Authorized Entity Name: <u>Town of Mills</u><br/>         Contact Name: <u>Kevin O'Hearn</u> <del>Seth Coleman</del><br/>         Address: <u>PO Box 789</u><br/> <u>Mills, WY 82644</u><br/>         Phone: <u>(307) 234-6679</u><br/>         E-mail: <u>kevin@townofmills.wy.gov</u><br/> <del>sethcoleman@townofmills.wy.gov</del></p> | <p>6. Authorized Entity Name: <u>Wardwell Water &amp; Sewer District</u><br/>         Contact Name: <u>Gloria Brainard</u><br/>         Address: <u>PO Box 738</u><br/> <u>Mills, WY 82644</u><br/>         Phone: <u>(307) 265-7034</u><br/>         E-mail: <u>wardwellwater@gmail.com</u></p>                    |
| <p>7. Authorized Entity Name: <u>Town of Evansville</u><br/>         Contact Name: <u>Chad Edwards</u><br/>         Address: <u>PO Box 158 1235 Curtis St</u><br/> <u>Evansville, WY 82636</u><br/>         Phone: <u>(307) 234-6530</u><br/>         E-mail: <u>major@evansville.wy.com</u></p>   | <p>8. Authorized Entity Name: <u>Casper/Natrona County International Airport</u><br/>         Contact Name: <u>Glenn Januska</u><br/>         Address: <u>8500 Airport PKY</u><br/> <u>Casper, WY 82604</u><br/>         Phone: <u>(307) 472-6688 ext 12</u><br/>         E-mail: <u>gjanuska@flycasper.com</u></p> |
| <p>9. Authorized Entity Name: <u>Town of Bar Nunn</u><br/>         Contact Name: <u>Patrick Ford</u><br/>         Address: <u>4820 N Wardwell Industrial Ave</u><br/> <u>Bar Nunn, WY 82601</u><br/>         Phone: <u>(307) 237-7269</u><br/>         E-mail: <u>patrick.ford@townofbarnunn.com</u></p>   |   |



Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

### AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and \_\_\_\_\_ City of Casper \_\_\_\_\_ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Casper/Natrona County International Airport  
(Authorized Entity)

Signature: 

Printed Name: Glenn S. Januska

Title: Airport Director

Date: 7/25/20

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Bar Nunn  
(Authorized Entity)  
Signature:   
Printed Name: Patrick R. Ford  
Title: Mayor  
Date: 7/27/2020

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

TOWN OF EDGERTON  
(Authorized Entity)  
Signature: Cynthia R. Aars  
Printed Name: Cynthia R AARS  
Title: CLERK/TREASURER  
Date: 7/29/20

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Evansville  
(Authorized Entity)  
Signature:   
Printed Name: Uhad Edwards  
Title: Mayor  
Date: September 17, 2020

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Mills  
(Authorized Entity)  
Signature: [Signature]  
Printed Name: Seth Colson  
Title: Mayor  
Date: 7.28.2020

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Casper - Natrona County Health Dept.  
(Authorized Entity)

Signature: Anna Kinder

Printed Name: Anna Kinder

Title: Executive Director

Date: 8-25-2020

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Natrona County Fire District.  
(Authorized Entity)

Signature: 

Printed Name: Brian Oliver

Title: District Fire Chief

Date: 7-27-20

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Wardell Watson: District Manager  
(Authorized Entity)

Signature: Georgia Brainerd

Printed Name: Georgia Brainerd

Title: District Manager

Date: July 28, 2020

**AMENDMENT NO. 1 TO SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)  
Esri Agreement #00283667.0**

Amendment No. 1 to the *Small Enterprise Agreement County and Municipality Government (E214-3)* is made and entered into this 2nd day of January, 2021, by and between Environmental Systems Research Institute (“ESRI”), with an address of 380 New York Street, Redlands California, 92373-8100, and the City of Casper, Wyoming (“Customer”), a Wyoming municipal corporation with an address of 200 North David Street, Casper, Wyoming 82601. Throughout Amendment No. 1, ESRI and Customer may be individually referred to as “Party” or together as “Parties.”

**RECITALS**

- A. The Parties want to enter into the three-year, *Small Enterprise Agreement County and Municipality Government (E214-3)* Agreement (“SGEA”).
- B. The SGEA does not have Wyoming Governmental Claims Act provisions.
- C. In consideration of the Customer executing the SGEA, ESRI agrees to add Wyoming Governmental Claims Act language to the Agreement by Amendment No. 1.
- D. Amendment No. 1 shall be executed contemporaneously with the SGEA, and remain in full force throughout the term of the SGEA and any subsequent amendments to it.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

**2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT**

Section “10. WYOMING GOVERNMENTAL CLAIMS ACT” is hereby added to the SGEA as follows:

**10. WYOMING GOVERNMENTAL CLAIMS ACT**

The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Parties specifically reserve the right to assert any and all rights,

immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

**3. RATIFICATION**

The terms and conditions of the SGEA, as modified by Amendment No. 1, are ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

**APPROVED AS TO FORM**

*Walter T. [Signature]*

**ATTEST**

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

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

**WITNESS**

*Fernando J. Frias*  
Printed Name: Fernando Frias  
Title: Contracts Assistant, Notary Public

**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE**  
*Chris Johnson*  
Printed Name: Chris Johnson  
Title: Manager, Commercial & Government Contracts

RESOLUTION NO. 20-203

A RESOLUTION AUTHORIZING THE SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3) AND AMENDMENT NO. 1 THERETO.

WHEREAS, the City of Casper and the Environmental Systems Research Institute, Inc. ("ESRI") desire to enter into the *Small Enterprise Agreement County and Municipality Government (E214-3)* ("Agreement"); and,

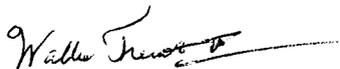
WHEREAS, the parties also desire to enter into the Amendment No. 1 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Agreement and Amendment No.1 thereto.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Agreement, not to exceed One Hundred Eighty Two Thousand, Five Hundred Dollars (\$182,500), all as further set forth therein.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

October 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Public Participation Plan Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, October 20, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with HDR Engineering, Inc., for the Public Participation Plan in an amount not to exceed \$74,921.53.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP), which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2019 UPWP included \$75,000 of matched federal funding for a Public Participation Plan. This plan will evaluate and review the effectiveness of MPO public involvement activities, review MPO Public involvement with key public stakeholders, and create and train MPO staff on a host of public outreach strategies and tools.

The Casper Area MPO released a Request for Proposals (RFP) on May 1, 2020. Four (4) consulting firms responded with a proposal by the June 5, 2020 deadline. Members from the MPO Technical Committee reviewed the proposal and on July 27, 2020, selected HDR Engineering, Inc. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by April 30, 2021.

Financial Considerations:

The proposed contract shall not exceed \$74,921.53. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total

project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$ 67,796.49
<b>Local Match</b>	9.51%	\$ 7,125.04
Casper	73.31%	\$ 5,233.36
Natrona	15.80%	\$ 1,125.76
Mills	4.59%	\$ 327.04
Evansville	3.37%	\$ 240.11
Bar Nunn	2.93%	\$ 208.76
	<b>Total</b>	<b>\$ 74,921.53</b>

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$75,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on January 23, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this 6<sup>th</sup> day of October, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming, 82717 (“Consultant”).

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

### RECITALS

A. Pursuant to this Contract, Owner, the City is undertaking professional services for a Public Participation Plan, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

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

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

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

1. SCOPE OF SERVICES.

The Consultant shall perform the Public Participation Plan as follows:

Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all

applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Scope of Services shall be completed on or before April 30, 2021.

C. At its discretion, the City, may grant a time extension.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Seventy Four Thousand Nine Hundred Twenty One Dollars and Fifty Three Cents (\$74,921.53). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain five percent (5%) of total Project cost, or Three Thousand Seven Hundred Forty Six Dollars and Eight Cents (\$3,746.08), until the Community Development Director provides written notice of final acceptance of the Project.

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 Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

\*\*\* The remainder of this page is intentionally left blank \*\*\*

APPROVED AS TO FORM:

Walker Trends

ATTEST:

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

Steven K. Freel  
Mayor

WITNESS:

By: Elizabeth Caday

Printed name: Elizabeth Caday

Title: Office Manager

HDR Engineering, Inc., as Consultant:

By: J. Mike Coleman

Printed name: J. Mike Coleman

Title: Sr. Vice President

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of four (4) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations,

including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
  - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;
  - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
  - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Section Reserved for Later Use.**
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.
- If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.
- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or

disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

**BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

**CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

**DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

**EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

\*\*\* The remainder of this page is intentionally left blank \*\*\*

EXHIBIT "A"  
SCOPE OF SERVICES



**CASPER AREA**  
METROPOLITAN PLANNING ORGANIZATION  
Casper • Park • Evansville • The Horn • Nations County

Public Participation Plan Scope  
Project ID: MPO 20-05

September 17, 2020

Mr. Jeremy Yates  
Casper Area Metropolitan Planning Organization  
200 North David Street, Room 203, Casper, WY 82601  
RE: Proposal to conduct the Lathrop Road Traffic Study and Plan

Dear Mr. Yates,

HDR is pleased to provide the following scope of work for the *Public Participation Plan* (Project ID MPO 20-05) and look forward to working with your team at the Casper MPO.

We have structured the project to maximize our in-person time with internal staff, stakeholders and the public and will be supplementing those visits with monthly calls and online kick-off and training. Below is an outline of how we feel we can best serve the MPO in this project.

**Internal Kick-off**

HDR will host a Webex internal online kick-off meeting to introduce staff and get to know the Casper MPO staff.

**HDR will provide:**

- Overview of the plan and establish regular monthly call times.
- Anticipated Timeline

**Casper MPO will provide:**

- All of the relevant documents, analytics and data for HDR review
- Stakeholder list of those who will be invited to engage in the stakeholder interviews

**Current Plan Evaluation**

HDR will take provided materials and evaluate current strategies and best practices, preparing document which outlines any items to be updated or addressed in the new PPP.

**In-Person Listening Sessions**

Two HDR staff will be on-site in Casper for two consecutive days and facilitate up to eight listening sessions. HDR will model public meeting best practices in creating a meeting plan as well as provide invitation deliverables to promote public engagement. The schedule may look like the following. A transition to online meetings could be made if necessary due to pandemic social distancing restrictions.

**Day 1 Itinerary:**

- Staff meeting to make introductions, confirm itinerary for the visit, review Meeting Plan and make any final public meeting arrangements.
- Four 45 minute listening sessions with stakeholders identified by MPO staff
- Evening 2-hour open house meeting facilitated by HDR

**Day 2 Itinerary:**

- Public meeting debrief with MPO staff
- Four 45 minute listening sessions with stakeholders identified by MPO staff
- Wrap meeting to review processes and clarification of any input

**Plan and Toolkit Development**

HDR will develop the new PPP based on existing plan review as well as engagement from in-person listening sessions. A toolkit of recommended documents, services and best practices will be assembled. Virtual engagement options will be evaluated and HDR will provide recommendations and best practices for implementation.

**Training and Presentation**

Two HDR staff will be on-site for one day to provide staff training and present final PPP document to City/Town councils.

We look forward to collaborating with your team and the community in building tools to facilitate an open flow of information between the City of Casper MPO and the community it serves.

Respectfully,

Tara Bettale  
Strategic Communications Manager  
HDR



## Evaluate the Effectiveness of Current MPO Public Involvement Activities

### Task 1

#### Evaluate the Effectiveness of Current MPO Public Involvement Activities

- Review the 2014 Public Participation Plan (PPP) and the Limited English Proficiency Plan (LEPP)
  - Verify the compliance with federal regulations
  - Evaluate policies and procedures for best practices
  - Assess activities related to low-income and minority populations
- Evaluate ADA/508-compliance
- Review the analytics, performance measured and effectiveness of the following:
  - MPO website and social media tools used to convey transportation planning information and opportunities for public engagement
  - Outreach conducted for the MPO
  - Current practices on reaching traditionally underserved communities

#### Deliverables

- One Word document report reviewing the 2014 Public Participation Plan including analytic data to determine effectiveness of outreach channels and messaging.

#### Assumed Responsibilities of the Casper Area MPO

- Casper MPO to provide copies of the 2014 PPP and LEPP, policies and procedures.
- Casper MPO to provide analytic data for website and insight data for social media tools being used
- Copies of outreach materials distributed by the MPO
- Review of practices currently used for outreach

### Task 2

#### Review MPO Public Involvement Activities with Key Participants

- Interview key Casper Area MPO staff and Technical Committee members to assess current state of practice and opportunities for improving the public engagement process
- Host and facilitate an in-person "Kick Off" public meeting, if allowed per social distancing recommendations, this meeting may be transitioned to virtual meeting if necessary
- Connect with citizens and Technical Committee members to gather input
- Attend at least one public meeting to gather input
- Host at least one online public meeting to gather input
- Analyze past and current public sentiment using social and traditional media listening tools

#### Deliverables

- Up to eight (8) individual or small-group interview sessions with key staff, citizens, and Technical Committee members via phone or video chat dependent on COVID-19 travel/meeting restrictions
- One (1) virtual public meeting and summary
- Up to four (4) social media posts and graphics to promote virtual meeting
- One (1) postcard mailer graphics to promote virtual meeting
- One (1) press release to promote virtual meeting
- One (1) digital invite to provide virtual meeting
- One (1) Social Listening Report
- Social Listening Report

#### Assumed Responsibilities of the Casper Area MPO

- Casper MPO to invite key stakeholders to participate in small-group interview sessions.
- Casper MPO to help promote public engagement in online public meeting through existing media channels, email lists and social media outlets.



### Task 3

#### **Tools, Trainings, and Recommendations to Improve the Public Involvement and Decision-making Process.**

- **Key Public Involvement Tasks** – Recommend strategies to best inform and engage interested parties and the public on the following MPO activities:
  - Unified Planning Work Program – Updated every year
  - Transportation Improvement Program (TIP) – produced annually
  - Long-Range Transportation Plan – produced every five years
  - Amendments to the TIP – every year
- **Communications** – Create a communications plan with goals, strategies, and messaging to reach interested parties and key stakeholders.
- **Evaluation** – Suggest tools/practices to evaluate the effectiveness of outreach activities and how to implement those tools.
- **Training** – Present recommendations for improving public involvement to MPO staff and citizens and Technical Committee members.

#### **Deliverables**

- Six (6) bound and color copies of the finalized Comprehensive Public Publication Plans
- A communications toolkit
- In-person and online training sessions and digital portal
- Present finalized plan to MPO committees and appropriate City/Town Councils In-person and online training sessions and digital portal
- Electronic copies of all plan materials

#### **Assumed Responsibilities of the Casper Area MPO**

- Casper MPO to provide access to all relevant program and plan documents
- Casper MPO to identify staff, citizens and Technical committee members to be present for training

### Task 4

#### **Virtual Public Involvement Tools and Strategies**

Recommend virtual public involvement techniques with a platform to inform and receive feedback, and create efficiencies in how information is disseminated and how input is collected and considered.

#### **Deliverables**

- Written assessment of current virtual engagement strategies
- Recommendations of virtual tools and best practices

#### **Assumed Responsibilities of the Casper Area MPO**

- The Casper Area MPO may incur additional costs for virtual tools or subscription charges, which are not included within this scope. Recommendations will not be implemented in this scope of work.



TASK	DESCRIPTION/EVENT	DESCRIPTION	TEAM	LEAD
1	Notice to Proceed		CASPER MPO	J. Yates
<b>PHASE 0: PRE-PROJECT</b>				
2	Pre-Kickoff	Casper MPO will provide a contact list of all internal participants who will part of the internal team	CMPO	
3	Internal Kickoff Meeting	HDR will host online Webex meeting to introduce team members and overall project scope and timeline	ALL	
4	Project Coordination	Monthly call schedule will be established and scheduled	HDR	
<b>TASK 1: EVALUATION OF CURRENT ACTIVITIES</b>				
5	Existing Document Preparation	Casper MPO will provide all necessary materials for review including: <ul style="list-style-type: none"> <li>o 2014 PPP and LEPP, policies and procedures.</li> <li>o Analytic data for website and insight data for social media tools being used</li> <li>o Copies of outreach materials distributed by the MPO</li> <li>o Practices currently used for outreach</li> </ul>	CMPO	
6	Evaluate 2014 PPP and LEPP	HDR will evaluate the strategy and effectiveness of the existing PPP and LEPP documents. Review ADA/508 compliance.	HDR	
7	Review Current Analytics	HDR will review available analytics, outreach and current practices to reach underserved communities. <ul style="list-style-type: none"> <li>o MPO website and social media tools used to convey transportation planning information and opportunities for public engagement</li> <li>o Outreach conducted for the MPO</li> <li>o Current practices on reaching traditionally underserved communities</li> </ul>	HDR	
8	Deliverables	HDR will provide a report reviewing the effectiveness of outreach channels and messaging in the 2014 PPP	HDR	
<b>TASK 2: INTERVIEW STAFF &amp; COMMITTEE MEMBERS, MODEL PUBLIC OUTREACH</b>				
9	Public Kick-off Planning	Casper MPO will provide a stakeholder list and coordinate meeting locations and schedule over the course of two	CMPO	



		days with the public kick-off meeting to be held that evening of one of those two days. Casper MPO will be responsible for inviting participants and promoting through social media		
10	Key Staff Interviews	HDR staff will meet with key staff and committee members to assess current state of practice and opportunities for improving engagement processes.	HDR	
11	Key Participant input sessions	HDR will facilitate up to eight in-person 45 minute listening sessions as well as a public in-person information gathering event. <i>If necessary this event will be transitioned to online events.</i>	ALL	HDR
12	Public Kick-off meeting	HDR will facilitate public meeting to gather public input on preferred methods of outreach and engagement.	ALL	HDR
13	Social Media Listening	Social Media posts will be analyzed to determine public sentiment for up to one month	HDR	
14	Deliverables	HDR will provide working documents of the meeting plan and post-meeting report as well as the social listening report	HDR	
<b>TASK 3: TOOLS, TRAINING &amp; RECOMMENDATIONS</b>				
15	Key PI Tasks	HDR will provide recommendations on how to inform and engage the public in the following MPO activities: <ul style="list-style-type: none"> <li>• Unified Planning Work Program – Updated every year</li> <li>• Transportation Improvement Program (TIP) – produced annually</li> <li>• Long-Range Transportation Plan – produced every five years</li> <li>• Amendments to the TIP – every year</li> </ul>	HDR	
16	Communication Plan	Create a communications plan with goals, strategies, and messaging to reach interested parties and key stakeholders.	HDR	
17	Evaluate	Recommend best tools/practices to evaluate outreach activities and implementation strategy	HDR	
18	Training	HDR to present recommendations for improving public involvement to MPO staff and citizens and Technical Committee members.	HDR	
19	Deliverables	Six bound color copies of PPP, communications toolkit, online training of MPO designated staff, electronic copies of all plan materials.	HDR	



20	Presentation	HDR to present updated PPP in-person to MPO committees and appropriate City/Town Councils	HDR	
<b>TASK 4: VIRTUAL INVOLVEMENT TOOLS &amp; STRATEGIES</b>				
21	Virtual Public Involvement Tools	HDR to provide written assessment of current virtual engagement strategies including recommendations for tools and best practices.	HDR	
22	Deliverables	HDR to provide a recommendation of virtual tools and best practices for implementing each	HDR	

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EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for a Public Participation Plan; and,

WHEREAS, on July 27, 2020, the Consultant Selection Committee approved the hiring of HDR Engineering, Inc., 1917 S 67th Street, Omaha, Nebraska, 68106, to complete the Public Participation Plan.

WHEREAS, HDR Engineering, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with HDR Engineering, Inc., to complete the Public Participation Plan in accordance with the scope of work and schedule included in this Agreement, for an agreement amount of Seventy Four Thousand Nine Hundred Twenty One Dollars and Fifty Three Cents (\$74,921.53).

PASSED AND APPROVED THIS 6<sup>th</sup> day of October, 2020.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

  
\_\_\_\_\_  
Liz Becher  
Community Development Director

  
\_\_\_\_\_  
Paul Bertoglio  
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Environmental and Civil Solutions, LLC., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT "D"

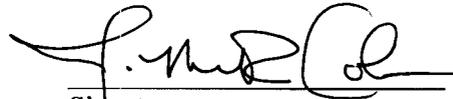
CERTIFICATION OF CONSULTANT

I hereby certify that I, J. Mike Coleman am the Sr. Vice President of and duly authorized representative of the firm of HDR Engineering, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

10-13-2020  
Date

  
Signature

J. Mike Coleman  
Printed Name

Sr. Vice President  
Title

EXHIBIT "E"  
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Steven K. Freel  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF South Dakota ) ss

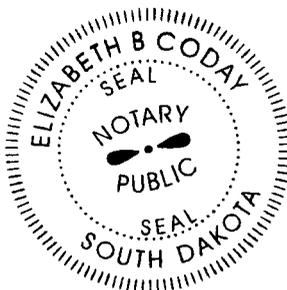
COUNTY OF Minnehaha ) ss

I, J. Mike Coleman, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Sr. Vice President  
Title

Subscribed in my presence and sworn to before me this 13<sup>th</sup> day of October, 2020, by:

[Signature]  
Elizabeth Coday  
Notary Public



8-8-2025  
My Commission Expires

RESOLUTION NO. 20-204

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND HDR ENGINEERING, INC. FOR THE PUBLIC PARTICIPATION PLAN IN AN AMOUNT OF SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY ONE DOLLARS AND FIFTY THREE CENTS (\$74,921.53).

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Public Participation Plan, not to exceed Seventy Five Thousand Dollars (\$75,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in public participation plans on May 1, 2020; and,

WHEREAS, the Project Selection Committee selected HDR Engineering, Inc. on July 27, 2020, to complete the Public Participation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and HDR Engineering, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount Seventy Four Thousand Nine Hundred Twenty One Dollars and Fifty Three Cents (\$74,921.53) for a Public Participation Plan.

PASSED, APPROVED, AND ADOPTED on this \_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

October 1, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Granting an Energy Efficient Commercial Building Deduction, as part of the Casper Fire-EMS Station No. 5 project to GSG Architecture, Project No. 16-050.

**Meeting Type & Date**

Regular Council Meeting  
October 20, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, grant an Energy Efficient Commercial Building Deduction, as part of the Casper Fire-EMS Station No. 5 project to GSG Architecture, Project No. 16-050.

**Summary**

The design of the Casper Fire-EMS Station No. 5 project incorporated many energy efficient features that would allow for the building owner to claim tax deductions through current tax codes. The tax code allows energy efficient commercial building deductions earned by a government entity to be allocated to the designer or designers of the energy efficient building. GSG Architecture has requested that the City of Casper allocate the deductions earned for the Casper Fire-EMS Station No. 5 to GSG Architecture.

City staff has reviewed the request and recommends approval of the request.

**Financial Considerations**

The City of Casper will incur no costs associated with this allocation.

**Oversight/Project Responsibility**

Ethan Yonker, P.E., Associate Engineer, Public Services Department

**Attachments**

Resolution  
Section 179D Energy Efficient Commercial Building Deduction Allocation Forms

**SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION**  
**ALLOCATION FORM**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

*GSG Architecture, Inc.* created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *GSG Architecture, Inc.* created the technical specifications as the architect of record on the construction project listed on page two of this allocation form.

**GSGarchitecture**

The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

City of Casper hereby allocates GSG Architecture, Inc. the Section 179D deduction for the property described below:

City of Casper Building Information				
Property Name	Property Address	Placed in Service	Cost of Property	Allocation Percentage
Casper Fire-EMS Station No. 5	555 Landmark Dr. Casper, WY 82609	February 2019	\$259,226	100%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, City of Casper will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

City of Casper Representative Information	
<b>Representative Name:</b>	
<b>Government Entity Name:</b>	<i>City of Casper</i>
<b>Title:</b>	
<b>Mailing Address:</b>	
<b>Telephone Number:</b>	
<b>E-mail:</b>	

GSG Architecture, Inc. Representative Information	
<b>Representative Name:</b>	Michael Hoffman
<b>Eligible Taxpayer Entity Name:</b>	<i>GSG Architecture, Inc.</i>
<b>Title:</b>	Chief Financial Officer
<b>Address:</b>	606 S. David St. Casper, WY 82601
<b>Telephone Number:</b>	307-234-8968
<b>Representative E-mail:</b>	mhoffman@gsgarchitecture.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Signature (City of Casper Representative)

  
\_\_\_\_\_  
Signature (GSG Architecture, Inc. Representative)

\_\_\_\_\_  
Date

8-31-2020  
\_\_\_\_\_  
Date

RESOLUTION NO.20-205

A RESOLUTION GRANTING AN ENERGY EFFICIENT COMMERCIAL BUILDING DEDUCTION FOR THE CASPER FIRE-EMS STATION NO. 5, 16-050.

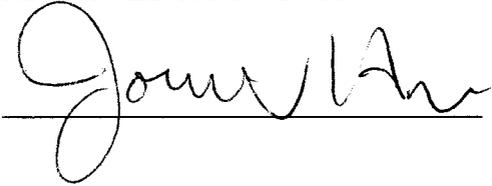
WHEREAS, the City of Casper has completed the Casper Fire-EMS Station No. 5 project, 16-050; and,

WHEREAS, a request from GSG Architecture for the allocation of tax deductions earned have been received,

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, Energy Efficient Commercial Building Deduction Allocation Form for the Casper Fire-EMS Station No. 5, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

October 14, 2020

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

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

SUBJECT: Approve the Temporary Extension of Hours of Operation for Liquor License Holders for the night of October 31, 2020.

Meeting Type & Date

Regular Council Meeting  
October 20, 2020

Action type

Resolution

Recommendation

That Council, by resolution, approve the temporary extension of hours of operation for all liquor license holders on Saturday, October 31, 2020.

Summary

The City of Casper has received a request from Roaring 22, dba The Gaslight Social for a two-hour extension on the hours of operation. Due to Daylight Savings time, this would extend hours from 2:00 a.m. until 3:00 a.m. November 1, 2020. Municipal code 5.08.390 (A) states that hours of operation are 6:00 a.m. to 2:00 am the following day. Municipal code 5.08.390 (3) states that four days each year the City Council may designate, by resolution, a modification for the hours of operation for all liquor license establishments.

In previous year the hours of operation on Sunday was 10:00 a.m. to 10:00 p.m. On various holidays (New Year's Eve, Halloween, St. Patrick's Day, and the Winston Pro Rodeo) Council granted an extension for liquor dealers to stay open for a four hour period. The most recent extension granted was for the Eclipse, which was a four-hour extension allowing liquor dealers to remain open until 2:00 a.m.

Any dealer wishing to participate, as a condition for authority, to operate for any such extended period, a license holder shall provide notice in writing, to the Casper Police Chief.

Financial Considerations

Casper Police Department is expecting to have a DUI grant fund for overtime, so they do not expect any additional PD overtime will be needed.

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist  
Casper Police Department

Attachments  
Resolution

RESOLUTION NO. 20-206

A RESOLUTION AUTHORIZING ALL CITY OF CASPER LIQUOR LICENSE HOLDERS TO REMAIN OPEN FOR AN ADDITIONAL TWO (2) HOURS FOR ONE (1) DAY DURING THE YEAR 2020.

WHEREAS, the Roaring 22, LLC dba The Gaslight Social has requested the following dates to remain open for a period of two ( 2) hours, from 2:00 a.m. on November 1, 2020 to 3:00 a.m. on November 1, 2020 (due to Daylight Savings Time); and,

WHEREAS, the Casper City Council is desirous of granting one of the said extended period.

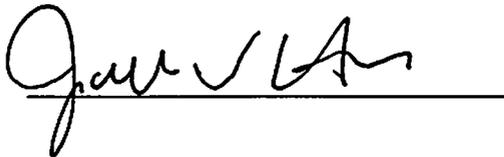
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That pursuant to W.S. Section 12-5-101 and Ordinance No. 2-19 (Amended), Section 5.08.390, permission be, and is hereby granted, to all liquor license holders of the City of Casper to remain open as follows:

From 2:00 a.m. on November 1, 2020 to 3:00 a.m. on November 1, 2020

BE IT FURTHER RESOLVED: That as a condition for authority to operate for any such extended period, a license holder shall provide notice, in writing, to the Casper Police Chief, 200 North David Street, Casper, Wyoming, 82601, of such intent to remain open, at least seven (7) days prior to the particular date.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

September 30, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Jason Speiser, Deputy Chief, Casper Fire-EMS  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Westnet, Inc., in the amount of \$77,113.64, for the Fire Station No. 1 Alerting System, Project No. 20-029.

**Meeting Type & Date:**  
Regular Council Meeting  
October 20, 2020

**Action Type:**  
Resolution

**Recommendation:**  
That Council, by resolution, authorize an agreement with Westnet, Inc., in the amount of \$77,113.64, for the Fire Station No. 1 Alerting System, Project No. 20-029.

**Summary:**  
The project includes the replacement of an obsolete and unreliable existing alerting system with the First-In Alerting Core System. The First-In Alerting System is in use in all other fire stations and dispatch. This alerting system is the mechanism by which emergency calls are relayed to the fire stations. The features and benefits of the First-In Alerting System include reduced response times, reduced firefighter stress, the ability to make mass notifications and pre-announcements, and increased firehouse safety. The completion date for the project is January 31, 2021.

**Financial Considerations:**  
Funding for this project will be from One Cent #16.

**Oversight/Project Responsibility:**  
Andrew Colling, Engineering Tech

**Attachments:**  
Resolution  
Agreement

Westnet, Inc.  
Fire Station No. 1 Alerting System  
Project No. 20-029

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 6<sup>th</sup> day of October, 2020, 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. Westnet, Inc., 15542 Chemical Lane, Huntington Beach, California 92649 ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to replace the alerting system in Fire Station No. 1.
- B. The project requires professional services for the design, furnishing, and installation of the First-In Alerting Core System.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Westnet, Inc. shall design, furnish, and install the First-In Alerting Core System at Fire Station No. 1, as detailed in their proposal dated September 29, 2020, attached as Exhibit 'A', and made part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31<sup>st</sup> day of January, 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Seven Thousand One Hundred Thirteen and 64/100 Dollars (\$77,113.64).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM



Westnet, Inc.  
Fire Station No. 1 Alerting System  
Project No. 20-029

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONTRACTOR  
Westnet, Inc.

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

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

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

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

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW AND VENUE:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

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.



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
www.FirstInAlerting.com



**Quote: Casper Fire Station #1 First-In Alerting Core System Revised 5**

**To: Casper Fire Department**

**From: Zulema Perez**

Casper Fire Department  
200 North David  
Admin Office  
Casper, WY 82604  
Contact:

**Summary**

Total Amount: **\$77,113.64** Quote ID: Q-07099-J5V9 Revision: 5  
Shipping Method: Ground Date: 9/29/2020  
Payment Terms: Net 45 Effective To: 11/1/2020

Description: This quote is for the First-In Alerting Core System including installation for (1) station and one year of technical support.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

Quote does not include Davis Bacon, union or prevailing wages rates, customer is responsible if applicable. Quote does not include sales or use tax, customer is responsible for paying sales or use taxes if applicable. Payment terms are net 30 with payment milestones.

Quote is based on drawing AS1.1 Drawing Revision #1 Dated 4/20/2020.

Quote was revised 4/20/2020 to add Dorm Remotes to the quote.

Quote was revised 4/28/2020 to update equipment to match Drawing Rev. #2 Dated 4/24/2020.

Quote was revised 7/23/2020 to update the effective to date.

Quote was revised 9/17/2020 to add 2 Doorbell Buttons.

Quote was revised 9/17/2020 to update payment terms to Net 45.

Quote was revised 9/29/2020 to add limited warranty to page 3 of the quote.

**Shipping Information**

**Ship To:**

**Bill To:**

**Details**

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	1	\$85.00	\$85.00
DLSP	MCU Data Line Surge Protector	1	\$95.00	\$95.00
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1	\$9,495.95	\$9,495.95
FINISO4P	Radio Isolation Unit - Four Channel	1	\$831.00	\$831.00
FRMKit-Dual	MCU and Radio Rack Mount Kit	1	\$193.95	\$193.95

Product ID	Product	QTY	Price	Sub Total
RK-WM-1U	Wire Management - 1 Unit - Kit	1	\$65.00	\$65.00
SCR26-24VTX	Control Remote with External Power Supply (controls up to 8 functions)	1	\$1,195.25	\$1,195.25
SDBS1	Doorbell Button	2	\$225.00	\$450.00
SDRM38V-FM	Dorm Remote - Flush Mount Kit also required	16	\$898.25	\$14,372.00
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	16	\$218.25	\$3,492.00
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	1	\$1,972.00	\$1,972.00
SSAT	Satellight (driven off Satelight Controller)	1	\$295.00	\$295.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	7	\$48.00	\$336.00
SSAT-M	Satellight Controller	6	\$599.98	\$3,599.88
SSPK-SW-M	Smart Station Speaker Switch - Main	3	\$225.00	\$675.00
SS-TIM-01	Telephone Interface Module	1	\$1,199.95	\$1,199.95

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$38,352.98
Install Supplies	\$1,320.00
Total Tax ( %)	\$0.00
Shipping and Handling	\$2,549.59
Station Equipment Install	\$28,220.00
One Year Toll Free Technical Support	\$3,571.07
Project Coordination	\$1,850.00
Special Engineering Services	\$1,250.00
<b>Total Amount</b>	<b>\$77,113.64</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

# WESTNET, INC. STANDARD LIMITED WARRANTY

Westnet, Inc. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

**Warranty Commencement Date:** When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

**Scope of Warranty:** Westnet warrants exclusively to Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

**Limitations/Exclusions:** This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightning, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. **This Limited Warranty does not cover the following:** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection **unless** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

**Warranty Claims:** In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department**, 15542 Chemical Lane, Huntington Beach, California 92649 or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**. Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of Product to/from Westnet's designated service center.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**AGGREGATE LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT.** IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

**INFRINGEMENT.** Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF Authority

**WESTNET, INC.**

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 26th day of August, 2020.



Filed Date: 08/26/2020

*Edward A. Buchanan*

Secretary of State

By: Nicole Martinez



**Secretary of State  
Certificate of Status**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

**Entity Name:** WESTNET, INC.  
**File Number:** C2070688  
**Registration Date:** 02/25/1998  
**Entity Type:** DOMESTIC STOCK CORPORATION  
**Jurisdiction:** CALIFORNIA  
**Status:** ACTIVE (GOOD STANDING)

As of August 10, 2020 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 11, 2020.

**ALEX PADILLA  
Secretary of State**

**Certificate Verification Number: Z251L6Z**

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at [bebizfile.sos.ca.gov/certification/index](http://bebizfile.sos.ca.gov/certification/index).

RESOLUTION NO. 20-207

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WESTNET, INC., FOR THE FIRE STATION NO. 1 ALERTING SYSTEM PROJECT.

WHEREAS, the City of Casper desires to replace the alerting system at Fire Station No. 1; and,

WHEREAS, Westnet, Inc., is ready, willing and able to provide these 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 Westnet, Inc., for the services more specifically delineated in the Contract for Professional Services.

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 contract, for a total amount not to exceed Seventy-Seven Thousand One Hundred Thirteen and 64/100 Dollars (\$77,113.64).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor