

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, November 17, 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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. CONSIDERATION OF MINUTES OF THE OCTOBER 31, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 7, 2020
4. CONSIDERATION OF MINUTES OF THE NOVEMBER 3, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 8, 2020
5. CONSIDERATION OF MINUTES OF THE NOVEMBER 10, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 15, 2020
6. CONSIDERATION OF MINUTES OF THE NOVEMBER 10, 2020 EXECUTIVE SESSION – PERSONNEL
7. CONSIDERATION OF BILLS AND CLAIMS
8. COMMUNICATIONS

A. From Persons Present

9. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish December 1, 2020, as the Public Hearing Date for Consideration of:
 - a. An Ordinance **Amending Chapter 9.40 of the Casper Municipal Code – Offenses By or Against Minors, Article IV, Sale of Tobacco.**
 - b. Terms of the **Sale and Transfer of Ownership** of the Real Property, Generally Known as the "Former **Beverly Street Ballfields Property**" and More Particularly Described as: Lots 2 and 3, Highland Park Addition No. 6, City of Casper.
 - c. Transfer of Ownership for **Retail Liquor License No. 11** from Partytime Inc. d/b/a Partytime Liquors, Located at 1335 South McKinley Street to JJBB, LLC d/b/a **Partytime Liquors**, Located at 1335 South McKinley Street.
 - d. Transfer of Ownership for **Retail Liquor License No. 17** L & L Liquors, Inc., d/b/a **Liquor Shed**, Located at 4241 East 2nd Street.

10. PUBLIC HEARINGS

A. Ordinance

1. **Zone Change of Lots 3 and 4, Hembree Addition No. 2**, from Zoning Classification R-2 (One Unit Residential) to C-2 (General Business), located east of Robertson Road, and Directly north of 2671 South Robertson Road.

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10. PUBLIC HEARINGS (continued)

A. Ordinance

2. **Vacate and Replat** Mesa Del Sol III Addition, to Create **Mesa Del Sol IV Addition**, Generally Located at the Intersection of Jordan and Central Drive.
3. **Plat** a Portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to Create the **Kinco Addition No. 2**, Located at 813 North Elma Street, and Comprising 0.77-acres, more or less.
4. Amending Ordinance No. 11-11 an Ordinance Granting to **SourceGas Distribution, LLC, a Franchise Agreement**.

11. THIRD READING ORDINANCE

A. Revisions to Chapter 13.32.030 of the Casper Municipal Code Related to **Local Limits for the Industrial Pretreatment Program**.

1. Communications from Persons Present

12. SECOND READING ORDINANCE

A. **Massage Therapy License and Permit Ordinance**

1. Communications from Persons Present

13. RESOLUTIONS

A. Authorizing a Resolution of **Support for All Health Care Workers**.

B. Consent

1. Authorizing the Acceptance of the **Edward Byrne Bureau of Justice Assistance Grant**.
2. Authorizing the Purchase of **One ADA Compliant Lift Equipped Van** for Use in the City's Transit System from **Creative Bus Sales**, in an Amount of \$62,742, and Options to Purchase **Two Additional Identical Vehicles** Over the Next Five Years.
3. Approving Amendment No. 1 to the City of Casper's Contract for Professional Services with **Fugro USA Land, Inc.** for the **Geographic Information System 2020 Aerial Mapping Update**.
4. Authorizing Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the **2020 Aerial Mapping Update Contract Amendment**.

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13. RESOLUTIONS (continued)

A. Consent

5. Approving the **Name of the Park Located on Venture Way** as “**Horizon Park**”.
6. Authorizing an Agreement with **Westnet, Inc.**, in the Amount of \$77,113.64, for the **Fire Station No. 1 Alerting System Project**.
7. Authorizing Amendment No. 1 to the Agreement with the **Wyoming Department of Transportation Alternatives Program Funding** for the **Morad Park to Walmart Trail Project**.
8. Authorizing a Contract for **Outside-City Water Service** with **Mary Robinett**, 7416 Grey Cloud Road.
9. Authorizing Submission of an Application for a **Fiscal Year 2021 Recreational Trails Program Grant** from the **Wyoming State Parks and Trails**, in the Amount of \$50,000, for the **Casper Rail to Trail Extension to Edness Kimball Wilkins State Park**.
10. Authorizing the Submission of a **Reimbursement Application to the State Loan and Investment Board for an Allocation of Coronavirus Aid, Relief, and Economic Security Act Monies** from the Federal Government.
11. Authorizing an **Amendment to the Fiscal year 2021 Budget**.
12. Authorizing a Contract for **Outside-City Water Service** with **Bradley and Charla Barclay**.

14. MINUTE ACTION

A. Consent

1. Acknowledging a Change in Corporate Ownership for **Bar and Grill Liquor License No. 1**, Sriphaiboon, LLC, d/b/a **Dsasumo**, Located at 320 West 1st Street.

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

16. ADJOURN INTO EXECUTIVE SESSION – PROPERTY ACQUISITION AND PERSONNEL

17. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 1, 2020– Council Chambers

6:00 p.m. Tuesday, December 15, 2020 – Council Chambers

Work sessions

4:30 p.m. Tuesday, December 8, 2020 – Council Chambers

4:30 p.m. Tuesday, January 12, 2020– Council Chambers

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

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COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Chambers
October 31, 2020

1. ROLL CALL

Casper City Council met in special session at 1:00 p.m., Saturday, October 31, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, Pacheco, Powell and Mayor Freel. Councilmember Huber attended via telephone.

Councilmember Cathey called point of order and requested that the Pledge of Allegiance be recited. Mayor Freel led the audience in the Pledge of Allegiance.

2. RESOLUTION

Following resolution read:

RESOLUTION NO. 20-210
A RESOLUTION RESCINDING RESOLUTION NO. 20-206
WHICH ALLOWED RETAIL LIQUOR LICENSE OWNERS TO
REMAIN OPEN ON EXTENDED HOURS ON HALLOWEEN,
OCTOBER 31, 2020 AND THE ADOPTION OF THIS
RESOLUTION CURTAILING THE TIME LIQUOR LICENSE
OWNERS REMAIN OPEN ON HALLOWEEN.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Huber. City Attorney Henley spoke briefly on the Wyoming Statute allowing for a special meeting and the reason for this meeting. He also shared that the following actions were taken to provide notice of the meeting to the public: the media was notified by e-mail; liquor license holders were notified by e-mail; and any liquor license holders without e-mail received a phone call from the City Clerk. Mayor Freel asked if the resolution should first be amended to reflect W.S. §16.4.404(d) rather than 16.4.405(d), as stated in the resolution before Council. City Attorney Henley suggested that a motion to amend the typographical error at this time would be best.

Moved by Councilmember Hopkins, to by minute action, change W.S. §16.4.404(d) to 16.4.405(d) in the third paragraph of the resolution. Seconded by Councilmember Pacheco. Motion to amend passed.

Mayor Freel explained that the City Council had passed a resolution on October 20th, which would extend the hours of operation for retail liquor license owners on the night of Halloween. He then stated that on October 30th, that representatives from Casper College, the Natrona County School District, Wyoming Medical Center, infectious disease physicians, Natrona County Commissioners, he and the City Manager met to share information and to discuss the current local infection rate of the Covid virus. He shared some statistics and described the impact of the virus on the community including: those who are ill or are dying; the hospital; and the staffing of health care and essential services. He stated that health officials requested that the resolution allowing bars to be open late on Halloween be rescinded.

Mayor Freel and every Councilmember shared their concerns and thoughts. Topics of discussion included: short notice to license holders; concentrating patrons at bars in town or out of town by having different closing times; overall activity at large community gatherings; and the health of the community now compared to when the hours were extended.

Councilmember Cathey moved to amend the resolution to allow liquor license establishments to be open until 2 a.m., which is their normal operating hours. Seconded by Councilmember Powell. Councilmembers Cathey, Powell and Mayor Freel voted aye. Motion to amend failed.

Mayor Freel then asked Council to vote to rescind the resolution. Councilmembers Bates, Cathey, Johnson, and Vice Mayor Lutz voted nay. Motion passed.

City Attorney Henley then stated that there were two parts to the resolution, the first part rescinding Resolution No. 20-206, and the second curtailing the time that retail liquor license owners may remain open on October 31, 2020 to midnight. He felt that as stated by the Mayor, the vote just cast was perhaps only on the rescission rather than the motion on the floor. Mayor Freel then requested everyone vote on the resolution (as amended to reflect the change of W.S. §16.4.404 (d) to 16.4.405 (d)). Councilmembers Bates, Cathey, Johnson, and Vice Mayor Lutz voted nay. Motion passed.

3. ADJOURNMENT

Moved by Councilmember Cathey, seconded by Councilmember Lutz, to, by minute action adjourn. Motion passed. The meeting was adjourned at 1:33 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 3, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 3, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Lutz, Pacheco, Powell and Mayor Freel. Absent: Councilmember Johnson.

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

2. PLEDGE OF ALLEGIANCE

A member of the Casper Youth Council led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Bates, seconded by Vice Mayor Lutz, to, by minute action, approve the minutes of the October 20, 2020, regular Council meeting, as published in the Casper-Star Tribune on October 31, 2020. Motion passed.

4. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the October 27, 2020, special Council meeting, as published in the Casper-Star Tribune on November 1, 2020. Motion passed.

5. EXECUTIVE SESSION MINUTES

Moved by Councilmember Huber, seconded by Councilmember Bates, to, by minute action, approve the minutes of the October 27, 2020, executive session. Motion passed.

6. BILLS & CLAIMS

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, approve payment of the November 3, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 11/03/20		
307Cllsn	Services	16,090.20
71Const	Services	15,525.99
AMBI	Services	1,527.03
Adecco	Services	582.00
AhernRntls	Services	3,341.25
Airgas	Goods	396.00
Alsco	Services	215.94
Amerigas	Goods	586.36
AtlanticElect	Services	12,560.43
AtlasOffice	Goods	1,741.55
AtlasRepro	Services	21.00

B&Bsales	Goods	389.00
BnkofAmerica	Goods	64,981.86
BarnardRIEst	Services	100.00
BArellano	Reimb	150.00
BiddleCnslt	Services	2,532.43
BHEnergy	Utilities	17,371.87
Bloedorn	Goods	825.99
BrakeSppl	Goods	1,775.00
BriansGoTo	Services	403.46
CArchibeque	Reimb	104.98
CAsbe	Services	3,300.00
Caselle	Services	225.00
CsprAreaCnvtn	Services	2,500.00
CsprFireExt	Goods	49.25
CsprNCHlthDept	Services	425.00
CsprStarTrib	Services	4,063.44
CsprTire	Services	70.00
CenturyLink	Utilities	21,240.14
CITech	Goods	7,282.80
CRodriguez	Refund	600.00
CtyofCspr	Services	652,403.08
CtySvcElect	Services	9,025.00
CivilEng	Services	48,979.55
CMITeco	Goods	8,688.50
CollectionCntr	Services	683.79
CommTech	Goods	3,412.00
Comtrnx	Goods	339.99
Convergeone	Services	57,294.00
CowboySppl	Goods	931.27
CompProf	Goods	1,166.00
CrimeScnInfo	Services	109.87
CrumElect	Goods	13.59
Decker	Services	310.01
Dell	Goods	1,520.32
DPCInd	Goods	7,612.32
DrugTest	Services	104.00
EnergyLbs	Services	4,056.00
FalconEye	Goods	50.00
FHiday	Reimb	150.00
FIB	Services	212.00
Galls	Goods	162.00
Geosyntec	Services	3,787.50
GlobalPkg	Goods	50,781.60
GMayhue	Reimb	119.66
Golder	Services	57,514.75

Grainger	Goods	1,605.92
GrizzlyExc	Services	125,595.30
GulfStsDist	Goods	2,875.00
Gunners	Goods	1,502.50
HDREng	Services	15,147.35
HeinBond	Services	18,627.00
Homax	Goods	34,133.70
IndstlScrn	Goods	407.46
Innovyze	Services	3,182.00
Isco	Services	67,157.00
IntermtnMotor	Goods	4,328.95
JBrown	Reimb	109.15
JGall	Reimb	510.15
JSchall	Reimb	150.00
JSlotsve	Reimb	250.00
KnifeRiver	Goods	518.72
Kone	Goods	289.73
Kubwater	Goods	5,618.85
MichaelsFnc	Goods	1,150.00
MonsonJntrl	Services	12,414.50
MtnSttsLitho	Services	843.38
MunicipalCode	Goods	1,771.13
Nicolaysen	Funding	23,944.76
Norco	Goods	1,105.83
NWContractors	Services	305.72
OfficeShop	Services	5,157.51
OvrhdDoor	Services	533.62
Pedens	Goods	18.00
PostalPros	Services	16,893.09
PblcSftyComm	Services	2,551.14
Ricoh	Services	53.03
RckyMtnAir	Services	7,295.11
RckyMtnPwr	Utilities	404,256.29
RtrSwrSvc	Services	1,475.66
SrwinWilliams	Goods	259.41
ShoshoneDist	Goods	90.00
SoftDr	Goods	289.00
SterlingInfo	Services	371.54
SummitElect	Services	477.41
Swi	Services	982.30
Thatcher	Goods	17,629.92
TopOffice	Goods	6,787.04
TriTech	Goods	1,040.00
Trihydro	Services	531.25
TVEyes	Services	2,400.00

TylerTech	Goods	9,710.00
UofWY	Services	19,802.00
UVDctr	Goods	48,000.00
Verizon	Services	3,138.26
Vermeer	Goods	4,022.47
VogelTrffc	Goods	353,673.00
VCRCo	Goods	77.93
WColemanConst	Services	80,633.87
WstWtrTmnt	Services	375,156.30
Wellborn	Services	10,000.00
WstPlnsEng	Services	2,680.00
WGonzales	Reimb	100.00
WLCEng	Services	2,824.75
WWCEng	Services	6,486.85
WyLwVltg	Goods	980.00
WyStateAuditor	Services	15,598.91
Xerox	Goods	243.18
Total		2,816,167.71

7. BRIGHT SPOT

Mayor Freel welcomed members of the Casper Youth Council (CYC) to the meeting. Elissa Ruckle, CYC advisor and youth officers Kenzie Martini, Bryce Hebert, Brooklyn Wistisen, and Jimmy Ruble introduced themselves. CYC Chair Kenzie spoke about the newly formed group and thanked the Mayor for being their first guest speaker. Mayor Freel complimented the group on their interest in the community and encouraged them to keep up the good work.

8. COMMUNICATIONS FROM PERSONS PRESENT

Michael Hamel, 2504 Bonnie, requesting Council consider ways to keep the community safe during the Covid pandemic.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Pacheco, seconded by Councilmember Cathey, to, by minute action, establish November 17, 2020, as the public hearing date for the consideration of:

- a. zone change of Lots 3 and 4, Hembree Addition No. 2, from zoning classification R-2 (One Unit Residential) to C-2 (General Business), located east of Robertson Road, and directly north of 2671 South Robertson Road;
- b. vacate and replat Mesa Del Sol III Addition, to create Mesa Del Sol IV Addition, generally located at the intersection of Jordan and Central Drive;
- c. plat a portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create the Kinco Addition No. 2, located at 813 North Elma Street, and comprising 0.77-acres, more or less; and,
- d. amending Ordinance No. 11-11 an ordinance granting to SourceGas Distribution, LLC, a franchise agreement.

Motion passed.

10.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the massage therapy license and permit ordinance.

City Attorney Henley entered two (2) exhibits: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated October 21, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated October 26, 2020. City Manager Napier provided a brief report.

Speaking in support was Michael Seek, 932 S. Spruce. Speaking in opposition was Elizabeth Scott, 337 S. Conwell.

There being no others to speak for or against the issues involving the massage therapy license and permit ordinance, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 24-20
AN ORDINANCE TO LIMIT THE PRACTICE OF MASSAGE
THERAPY TO CERTIFIED MASSAGE THERAPISTS,
LICENSE REQUIRED.

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Councilmembers discussed the matter.

Moved by Councilmember Hopkins to amend Section 8.04.240 item D.2 pertaining to the grandfather provision to include “or provide documentation of applicable experience”. Seconded by Councilmember Bates. Council discussed the proposed amendment. Councilmember Hopkins voted aye. Motion to amend failed. Council then voted on the ordinance, on first reading. Motion passed.

10.B PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 32 Roaring 22, LLC d/b/a The Gaslight Social, located at 314 West Midwest Avenue.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated October 20, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated October 26, 2020; an affidavit of website publication, as published on the City of Casper website, dated October 22, 2020; an affidavit of notice of conspicuous posting, as posted at 314 W. Midwest, dated October 23, 2020; and the liquor license application filed October 13, 2020. City Manager Napier provided a brief report.

Speaking in support was Richie Bratton, 1200 S. Mitchell. There being no others to speak for or against the issues involving Retail Liquor License No. 32, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Vice Mayor Lutz, to, by minute action, authorize the issuance of Retail Liquor License No. 32. Motion passed.

11. ORDINANCE— THIRD READING

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.

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 1st reading the 6th day of October, 2020.

PASSED on 2nd reading the 20th day of October, 2020.

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

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

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

12. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 20-20

AN ORDINANCE AMENDING SECTION 13.32.030 OF THE CHAPTER 13.32 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER – SEWER DISCHARGE REGULATIONS.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates.

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

13. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-208

A RESOLUTION AUTHORIZING A "REAL ESTATE PURCHASE AGREEMENT" AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM GRAHAM BROWN COMPANY, LLC.

RESOLUTION NO. 20-209

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACCENT PACKAGING, INC., FOR THE 2020 SOLID WASTE BALER BAG PROCUREMENT.

Councilmember Bates presented the foregoing two (2) resolutions for adoption. Seconded by Councilmember Powell. Motion passed.

14. MINUTE ACTION— CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Cathey, to, by consent minute action, authorize the purchase of one (1) new truck mounted self-contained asphalt repair/patch machine from CMI Teco, in the total amount of \$222,255, before trade; and authorize submission of a Wyoming State Historic Preservation Office FY 2021 Certified Local Government Grant. Motion passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers shared their concerns with the meeting held by the Natrona County Commissioners on November 2, 2020 to inform the public on the COVID situation in the community. Councilmember Powell asked about the authority needed to carry out a mask mandate. City Attorney Henley indicated that the local health department could do so with permission from the State Health Officer. Councilmember Powell requested that Council adopt a resolution of support for our health care officials. Councilmembers provided a thumbs up to the resolution of support. Mayor Freel made a plea to the community to take precautions to stay healthy during the pandemic.

16. 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, November 10, 2020, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 17, 2020, in the Council Chambers. Mayor Freel indicated that the Executive Session for this evening is cancelled.

17. ADJOURNMENT

At 7:28 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Chambers
November 10, 2020

1. ROLL CALL

Casper City Council met in special session at 6:10 p.m., Tuesday, November 10, 2020. Present: Councilmembers Lutz, Bates, Cathey, Hopkins, Huber, Pacheco, Powell and Mayor Freel. Absent: Councilmember Johnson.

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

2. ADJOURN INTO EXECUTIVE SESSION

At 6:11 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Bates, to adjourn into executive session to discuss personnel. Motion passed.

At 7:10 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

4. ADJOURNMENT

At 7:11 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the special Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for November 17, 2020

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	BODY WORK-SHEET METAL	\$1,473.35
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			\$1,473.35
307 COLLISION - ALL DEPARTMENTS			\$1,473.35

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$895.52
71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$811.42
71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$720.36
71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$1,003.40
71 CONSTRUCTION, INC	Streets	1/2" HOT MIX ASPHALT	\$913.50
<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$4,344.20
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$4,344.20

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	LETTERS - POSTAGE FEE	\$32.70
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			\$32.70
A.M.B.I. & SHIPPING,	City Attorney	Postage fee	\$29.98
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			\$29.98
A.M.B.I. & SHIPPING,	Engineering	LETTER - POSTAGE FEE	\$4.70
A.M.B.I. & SHIPPING,	Engineering	POSTAGE - LETTERS	\$44.46
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$49.16
A.M.B.I. & SHIPPING,	Fire-EMS Administration	POSTAGE - LETTERS	\$2.88
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			\$2.88
A.M.B.I. & SHIPPING,	Fleet Maintenance Fund	PARTS REQUEST PADS	\$61.54
<i>A.M.B.I. & SHIPPING, - Total For Fleet Maintenance Fund</i>			\$61.54
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$49.36
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$49.36
A.M.B.I. & SHIPPING,	Metro Animal Shelter	mailings	\$64.59
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			\$64.59
A.M.B.I. & SHIPPING,	Police Administration	Postage	\$412.68

<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$412.68</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$9.60
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$9.60</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$712.49

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	mowing lawn south side and north side	\$420.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal & Landfill</i>			<i>\$420.00</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$420.00

ACFE

ACFE	Police Administration	annual fraud conference	\$1,550.00
<i>ACFE - Total For Police Administration</i>			<i>\$1,550.00</i>
ACFE - ALL DEPARTMENTS			\$1,550.00

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	General Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Gen Labor	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,164.00</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,164.00

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat Subscription	\$14.99
ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat Subscription	\$14.99
<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$29.98</i>
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			\$29.98

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	Metropolitan Planning Org	September Adobe Subscription	\$52.99
ADOBE CREATIVE CLOUD	Metropolitan Planning Org	Adobe October Subscription	\$52.99
ADOBE CREATIVE CLOUD	Metropolitan Planning Org	August Adobe Subscription	\$52.99
<i>ADOBE CREATIVE CLOUD - Total For Metropolitan Planning Org</i>			<i>\$158.97</i>

ADOBE CREATIVE CLOUD	River Volunteer Events	ADOBE CREATIVE CLOUD - BCOYLE	\$52.99
ADOBE CREATIVE CLOUD	River Volunteer Events	COMPUTER SOFTWARE STORES	\$52.99
<i>ADOBE CREATIVE CLOUD - Total For River Volunteer Events</i>			<i>\$105.98</i>
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$264.95

AED SUPERSTORE

AED SUPERSTORE	Fire-EMS Operations	AED Battery	\$406.80
<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			<i>\$406.80</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$406.80

AHERN RENTALS INC

AHERN RENTALS INC	Water Distribution	HYDRANT PART BLASTING SUPPLIES	\$108.09
<i>AHERN RENTALS INC - Total For Water Distribution</i>			<i>\$108.09</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$108.09

AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	new balancing system	\$127.50
<i>AIR INNOVATIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$127.50</i>
AIR INNOVATIONS	Golf - Operations	FREEZING NOT KEEPING TEMP	\$730.50
<i>AIR INNOVATIONS - Total For Golf - Operations</i>			<i>\$730.50</i>
AIR INNOVATIONS - ALL DEPARTMENTS			\$858.00

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	NEW PLAZMA TABLE	\$685.50
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$685.50</i>
AIRGAS USA LLC	Refuse - Commercial	WELDER FOR UNIT 222301 (Crane Truck)	\$4,529.93
<i>AIRGAS USA LLC - Total For Refuse - Commercial</i>			<i>\$4,529.93</i>
AIRGAS USA LLC	Refuse - Residential	safety supplies - KK368	\$74.58
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$74.58</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$5,290.01

AIRGAS USA, LLC

AIRGAS USA, LLC	Water Meters	GLOVES	\$107.52
<i>AIRGAS USA, LLC - Total For Water Meters</i>			<i>\$107.52</i>
AIRGAS USA, LLC - ALL DEPARTMENTS			\$107.52

ALBERTSONS #0060

ALBERTSONS #0060	Engineering	BREAKROOM SUPPLIES	\$122.47
<i>ALBERTSONS #0060 - Total For Engineering</i>			<i>\$122.47</i>
ALBERTSONS #0060 - ALL DEPARTMENTS			\$122.47

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	RWS - Booster Stations	Fire Extinguisher	\$80.00
<i>ALL OUT FIRE EXTINGU - Total For RWS - Booster Stations</i>			<i>\$80.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$80.00

ALLDATA CORP

ALLDATA CORP	Fleet Maintenance Fund	SOFTWARE ANNUAL UPDATE ALLDATA	\$1,500.00
<i>ALLDATA CORP - Total For Fleet Maintenance Fund</i>			<i>\$1,500.00</i>
ALLDATA CORP - ALL DEPARTMENTS			\$1,500.00

ALLURETECH

ALLURETECH	Miller St. Dormitory	Prorated services 10/01 - 10/16/20	\$22.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$22.00</i>
ALLURETECH - ALL DEPARTMENTS			\$22.00

ALPINE MOTOR SPORTS

ALPINE MOTOR SPORTS	Water Distribution	engine oil for saw	\$53.88
<i>ALPINE MOTOR SPORTS - Total For Water Distribution</i>			<i>\$53.88</i>
ALPINE MOTOR SPORTS - ALL DEPARTMENTS			\$53.88

ALSCO

ALSCO	Balefill - Baler Processing	WORK CLOTHES	\$140.42
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ALSCO	Balefill - Baler Processing	WORK CLOTHES	\$74.12
ALSCO	Balefill - Baler Processing	MATS - 063430	\$74.12
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$288.66</i>
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
ALSCO	Balefill - Disposal & Landfill	MATS	\$53.50
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$160.50</i>
ALSCO	Refuse - Residential	WORK CLOTHES	\$66.30
ALSCO	Refuse - Residential	MATS - 063430	\$66.30
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$132.60</i>
ALSCO	Streets	Uniforms	\$392.96
<i>ALSCO - Total For Streets</i>			<i>\$392.96</i>
ALSCO - ALL DEPARTMENTS			\$974.72

ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	SEPT 2020 LAUNDRY SVC	\$655.35
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$655.35</i>
ALSCO INC.	WWTP Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$524.68
<i>ALSCO INC. - Total For WWTP Operations</i>			<i>\$524.68</i>
ALSCO INC. - ALL DEPARTMENTS			\$1,180.03

AMAZON.COM 284066LW0

AMAZON.COM 284066LW0	Weed & Pest Fund	OEC Books	\$386.36
<i>AMAZON.COM 284066LW0 - Total For Weed & Pest Fund</i>			<i>\$386.36</i>
AMAZON.COM 284066LW0 - ALL DEPARTMENTS			\$386.36

AMERICAN PUBLIC WORK

AMERICAN PUBLIC WORK	Balefill - Disposal & Landfill	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$185.00
<i>AMERICAN PUBLIC WORK - Total For Balefill - Disposal & Landfill</i>			<i>\$185.00</i>
AMERICAN PUBLIC WORK	Engineering	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$740.00
<i>AMERICAN PUBLIC WORK - Total For Engineering</i>			<i>\$740.00</i>
AMERICAN PUBLIC WORK	Regional Water Operations	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$185.00
<i>AMERICAN PUBLIC WORK - Total For Regional Water Operations</i>			<i>\$185.00</i>

AMERICAN PUBLIC WORK	Sewer Wastewater Collection	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$185.00
<i>AMERICAN PUBLIC WORK - Total For Sewer Wastewater Collection</i>			<i>\$185.00</i>
AMERICAN PUBLIC WORK	Streets	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$185.00
<i>AMERICAN PUBLIC WORK - Total For Streets</i>			<i>\$185.00</i>
AMERICAN PUBLIC WORK	Water Administration	APWA DUES FOR PUBLIC SERVICES EMPLOYEES	\$370.00
<i>AMERICAN PUBLIC WORK - Total For Water Administration</i>			<i>\$370.00</i>
AMERICAN PUBLIC WORK - ALL DEPARTMENTS			\$1,850.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	PROPANE	\$172.70
AMERIGAS - CASPER	Balefill - Disposal & Landfill	PROPANE	\$174.29
AMERIGAS - CASPER	Balefill - Disposal & Landfill	FORK LIFT	\$332.93
<i>AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$679.92</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$679.92

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	30 NEW COMMERCIAL TRASH CONTAINERS	\$25,361.50
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$25,361.50</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	REPAIR	\$1,769.56
AMERI-TECH EQUIPMENT	Refuse - Residential	REPAIR	\$1,678.75
AMERI-TECH EQUIPMENT	Refuse - Residential	REPAIR	\$787.09
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$4,235.40</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$29,596.90

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Battery Charger for Handicap Lift	\$294.35
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$294.35</i>
AMZN Mktp US	Aquatics - Pool	Waders for Mike Sedar Pool	\$97.98
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$97.98</i>
AMZN Mktp US	Fire-EMS Administration	Cisco wall mount for IP phone	\$72.23
<i>AMZN Mktp US - Total For Fire-EMS Administration</i>			<i>\$72.23</i>
AMZN Mktp US	Metro Animal Shelter	washer water drain pump	\$36.54
<i>AMZN Mktp US - Total For Metro Animal Shelter</i>			<i>\$36.54</i>

AMZN Mktp US	Parks - Parks Maint.	Christmas Lights Conwell Park	\$974.67
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$974.67</i>
AMZN Mktp US	Police Administration	voice recorder	\$52.00
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$52.00</i>
AMZN Mktp US	Weed & Pest Fund	OEC Books Refund	(\$184.38)
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>(\$184.38)</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,343.39

ARS FLOOD & FIRE CLE

ARS FLOOD & FIRE CLE	Social Community Services	Covid cleaning	\$1,893.60
ARS FLOOD & FIRE CLE	Social Community Services	Covid cleaning	\$2,446.00
<i>ARS FLOOD & FIRE CLE - Total For Social Community Services</i>			<i>\$4,339.60</i>
ARS FLOOD & FIRE CLE - ALL DEPARTMENTS			\$4,339.60

AT&T 051221271100

AT&T 051221271100	Public Safety Communication	long distance service at PSCC	\$149.84
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			<i>\$149.84</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$149.84

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Code Enforcement	AIR CARDS FOR THE BLDG INSPECTORS	\$200.20
<i>AT&T BILL PAYMENT - Total For Code Enforcement</i>			<i>\$200.20</i>
AT&T BILL PAYMENT	Sewer Wastewater Collection	remote device data	\$160.16
<i>AT&T BILL PAYMENT - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
AT&T BILL PAYMENT	Streets	Monthly charge for 2 Traffic tablets	\$80.08
<i>AT&T BILL PAYMENT - Total For Streets</i>			<i>\$80.08</i>
AT&T BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$360.36
<i>AT&T BILL PAYMENT - Total For Water Distribution</i>			<i>\$360.36</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$800.80

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Property Insurance Fund	Claim 2944CA	\$5,500.00
ATLANTIC ELECTRIC, I	Property Insurance Fund	Claim #2020037	\$1,365.04

<i>ATLANTIC ELECTRIC, I - Total For Property Insurance Fund</i>			\$6,865.04
ATLANTIC ELECTRIC, I	Traffic Control	FY20 Luminaire Services 16-008	\$1,798.75
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$1,798.75
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$8,663.79

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$33.49
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$14.31
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$47.80
ATLAS OFFICE PRODUCT	City Council	PPE 3 - GREETER'S CHAIR	\$150.20
<i>ATLAS OFFICE PRODUCT - Total For City Council</i>			\$150.20
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Picture Frame for Fire Chief Picture	\$15.74
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$15.74
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	MINI NOTEBOOKS FOR MECH (2)	\$22.10
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	CORR TAPE (4PKS) SM NOTEBOOKS FOR MECHS	\$71.80
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			\$93.90
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Archival paper for collections.	\$17.70
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			\$17.70
ATLAS OFFICE PRODUCT	Planning	Office Supplies 11x17 paper (2 reams) envelope	\$28.52
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			\$28.52
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$38.00
ATLAS OFFICE PRODUCT	Police Administration	OFFICE PRODUCTS	\$737.88
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$775.88
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$66.16
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$66.16
ATLAS OFFICE PRODUCT	Sewer Wastewater Collection	tablet USB adapters, printer ink (shared with w	\$171.15
<i>ATLAS OFFICE PRODUCT - Total For Sewer Wastewater Collection</i>			\$171.15
ATLAS OFFICE PRODUCT	Water Meters	office products	\$37.14
<i>ATLAS OFFICE PRODUCT - Total For Water Meters</i>			\$37.14
ATLAS OFFICE PRODUCT	WWTP Operations	tablet USB adapters, printer ink (shared with w	\$97.27
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			\$97.27
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,501.46

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	XEROX	\$24.20
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$24.20</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$24.20

AUTOZONE #1293

AUTOZONE #1293	Rec Center - Sports Programs	Valve stems for painter wheels	\$3.99
<i>AUTOZONE #1293 - Total For Rec Center - Sports Programs</i>			<i>\$3.99</i>
AUTOZONE #1293 - ALL DEPARTMENTS			\$3.99

AWWA.ORG

AWWA.ORG	Water Meters	Water Distribution training book	\$71.50
<i>AWWA.ORG - Total For Water Meters</i>			<i>\$71.50</i>
AWWA.ORG - ALL DEPARTMENTS			\$71.50

B & B RUBBER STAMP S

B & B RUBBER STAMP S	Police Administration	notary stamp	\$47.95
<i>B & B RUBBER STAMP S - Total For Police Administration</i>			<i>\$47.95</i>
B & B RUBBER STAMP S	Refuse - Residential	AP STAMPS	\$58.65
<i>B & B RUBBER STAMP S - Total For Refuse - Residential</i>			<i>\$58.65</i>
B & B RUBBER STAMP S - ALL DEPARTMENTS			\$106.60

B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	Gems S028975-CIA Chiller Repla	\$2,533.32
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$2,533.32</i>
B32 ENGINEERING GROU - ALL DEPARTMENTS			\$2,533.32

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	ICE MELT	\$15.18
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$15.18</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	ICE MELT	\$814.92
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$814.92</i>

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS

\$830.10

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC repair parts for Service Center	\$6.99
BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC Repair parts for Service Center	\$22.95
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to repair City Hall Island Electrical	\$24.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to build storage closets at Ice Arena	\$9.18
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$64.11</i>
BAILEYS ACE HDWE	Fleet Maintenance Fund	SALT SOFTNER FOR CARWASH 151572	\$97.86
<i>BAILEYS ACE HDWE - Total For Fleet Maintenance Fund</i>			<i>\$97.86</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Timer for Lemon light at shop	\$44.55
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$44.55</i>
BAILEYS ACE HDWE	Rec Center - Sports Programs	Plastic for logo	\$19.98
<i>BAILEYS ACE HDWE - Total For Rec Center - Sports Programs</i>			<i>\$19.98</i>
BAILEYS ACE HDWE	Water Distribution	GARDEN HOSE FITTINGS	\$15.54
<i>BAILEYS ACE HDWE - Total For Water Distribution</i>			<i>\$15.54</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$242.04

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Balefill - Disposal & Landfill	furnish and install	\$1,100.00
BAR-D SIGNS, INC.	Balefill - Disposal & Landfill	FURNISH AND INSTALL	\$150.00
<i>BAR-D SIGNS, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,250.00</i>
BAR-D SIGNS, INC.	Balefill - Diversion & Special	FURNISH and install	\$870.00
<i>BAR-D SIGNS, INC. - Total For Balefill - Diversion & Special</i>			<i>\$870.00</i>
BAR-D SIGNS, INC.	Refuse - Commercial	FURNISH AND INSTALL	\$875.00
<i>BAR-D SIGNS, INC. - Total For Refuse - Commercial</i>			<i>\$875.00</i>
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$2,995.00

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$64.24
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$64.24</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$64.24

BATTERIES+BULBS

BATTERIES+BULBS	Water Distribution	Office UPS	\$18.95
<i>BATTERIES+BULBS - Total For Water Distribution</i>			<i>\$18.95</i>
BATTERIES+BULBS - ALL DEPARTMENTS			\$18.95

BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$67.42
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$154.70
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$103.23
BLOEDORN LUMBER	Buildings & Structures Fund	DISPENSER	\$8.49
BLOEDORN LUMBER	Buildings & Structures Fund	COUNTERTOPS	\$1,562.54
BLOEDORN LUMBER	Buildings & Structures Fund	FRONT COUNTER	\$122.09
<i>BLOEDORN LUMBER - Total For Buildings & Structures Fund</i>			<i>\$2,018.47</i>
BLOEDORN LUMBER - ALL DEPARTMENTS			\$2,018.47

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Supplies for Washington Park Shelter	\$36.99
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$36.99</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$36.99

BUDGET.COM PREPAY RE

BUDGET.COM PREPAY RE	Police Administration	rental car for pre hire background	\$353.10
<i>BUDGET.COM PREPAY RE - Total For Police Administration</i>			<i>\$353.10</i>
BUDGET.COM PREPAY RE - ALL DEPARTMENTS			\$353.10

CANON DIRECT

CANON DIRECT	Police Administration	rechargeable camera batteries	\$183.99
<i>CANON DIRECT - Total For Police Administration</i>			<i>\$183.99</i>
CANON DIRECT - ALL DEPARTMENTS			\$183.99

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	COPIER CONTRACT INV	\$45.00
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$45.00</i>
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$45.00

CARR COATINGS, LLC.

CARR COATINGS, LLC.	Water Revenue and Transfers Contract Withholding: 20300020		\$11,000.00
<i>CARR COATINGS, LLC. - Total For Water Revenue and Transfers</i>			<i>\$11,000.00</i>
CARR COATINGS, LLC. - ALL DEPARTMENTS			\$11,000.00

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - Admin	operating assistance	\$12.50
CASPER AREA TRANSPOR	CATC - Admin	operating assistance september	\$206.71
<i>CASPER AREA TRANSPOR - Total For CATC - Admin</i>			<i>\$219.21</i>
CASPER AREA TRANSPOR	CATC - CARES Act	SEPTEMBER 2020 CATC EXPENSES - BUS EXPENS	138,004.68
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$138,004.68</i>
CASPER AREA TRANSPOR	CATC - Operations	operating assistance	\$12.50
CASPER AREA TRANSPOR	CATC - Operations	operating assistance september	\$310.04
CASPER AREA TRANSPOR	CATC - Operations	covid-19 emergency relief	\$10,288.19
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$10,610.73</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$148,834.62

CASPER COLLEGE

CASPER COLLEGE	Hogadon - Operations	COLLEGES, UNIVERSITIES, PROFESSIONAL SCH	\$315.00
<i>CASPER COLLEGE - Total For Hogadon - Operations</i>			<i>\$315.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$315.00

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Baler Processing	troubleshoot switch and travelers	\$327.73
<i>CASPER ELECTRIC, INC - Total For Balefill - Baler Processing</i>			<i>\$327.73</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$327.73

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	Annual Recertification - City Center Building	\$58.00
<i>CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund</i>			<i>\$58.00</i>
CASPER FIRE EXTINGUI	Fire-EMS Administration	Annual Test for Station 6	\$154.75
<i>CASPER FIRE EXTINGUI - Total For Fire-EMS Administration</i>			<i>\$154.75</i>
CASPER FIRE EXTINGUI	Police Administration	recharge extinguishers	\$290.35
<i>CASPER FIRE EXTINGUI - Total For Police Administration</i>			<i>\$290.35</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$503.10

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$37.86
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$37.86</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$37.86

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Planning	Notice The Casper City Council	\$96.00
CASPER STAR-TRIBUNE,	Planning	Planning and zoning	\$85.92
CASPER STAR-TRIBUNE,	Planning	the casper city council	\$96.00
CASPER STAR-TRIBUNE,	Planning	Notice The Planning & zoning	\$85.92
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$363.84</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$363.84

CASPER TIRE 0000705

CASPER TIRE 0000705	Fleet Maintenance Fund	230090 COMP. SWITCH AND BAL. 2 TIRES (CATC	\$30.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230087 (4) COMP. SWITCH AND SEALER REAR TI	\$60.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230090 FLAT REPAIR	\$15.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230080 (6) NEW TIRES, MNT & SEALER	\$1,410.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230076 COMP. SWITCH, SEALER & BAL 2 TIRES (\$50.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230090 (4) NEW TIRES	\$700.00
CASPER TIRE 0000705	Fleet Maintenance Fund	660273 FLAT REPAIR	\$15.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230088 2 TIRES/ FLAT REPAIR	\$623.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230089 2 TIRES	\$598.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230076 FLAT REPAIR/ AFTER HOURS CALL	\$150.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$3,651.00</i>

CASPER TIRE 0000705 - ALL DEPARTMENTS	\$3,651.00
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CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	HVAC repair parts for Service Center	\$412.86
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to winterize Mike Sedar Pool	\$190.41
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$603.27</i>
CASPER WINNELSON CO	Parks - Athletic Maint.	Irrigation Repair Crossroads	\$36.05
<i>CASPER WINNELSON CO - Total For Parks - Athletic Maint.</i>			<i>\$36.05</i>
CASPER WINNELSON CO	WWTP Operations	Elbow	\$41.80
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$41.80</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$681.12

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Repairs	\$26,793.94
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$26,793.94</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$26,793.94

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	IZAAK WALTON IRRIGATION	693,601.32
CENTRAL WY. REGIONAL	Water Administration	wholesale water	406,427.05
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$1,100,028.37</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfers	OCT 2020 SYSTEM INVESTMENT CHARGES	\$10,467.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$10,467.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$1,110,495.37

CENTURYLINK

CENTURYLINK	Aquatics - Operations	71332709	\$6.66
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$6.66</i>
CENTURYLINK	Balefill - Disposal & Landfill	307-265-4035 606B	\$60.88
CENTURYLINK	Balefill - Disposal & Landfill	71332709	\$21.43
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$82.31</i>
CENTURYLINK	Buildings & Structures Fund	71332709	\$4.03
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$4.03</i>

CENTURYLINK	Cemetery	71332709	\$4.03
<i>CENTURYLINK - Total For Cemetery</i>			\$4.03
CENTURYLINK	City Attorney	71332709	\$14.73
<i>CENTURYLINK - Total For City Attorney</i>			\$14.73
CENTURYLINK	City Council	71332709	\$4.03
<i>CENTURYLINK - Total For City Council</i>			\$4.03
CENTURYLINK	City Hall	71332709	\$2.67
<i>CENTURYLINK - Total For City Hall</i>			\$2.67
CENTURYLINK	City Manager	71332709	\$9.38
<i>CENTURYLINK - Total For City Manager</i>			\$9.38
CENTURYLINK	Code Enforcement	71332709	\$18.76
<i>CENTURYLINK - Total For Code Enforcement</i>			\$18.76
CENTURYLINK	Customer Service	71332709	\$9.38
<i>CENTURYLINK - Total For Customer Service</i>			\$9.38
CENTURYLINK	Engineering	71332709	\$18.76
<i>CENTURYLINK - Total For Engineering</i>			\$18.76
CENTURYLINK	Finance	71332709	\$21.43
<i>CENTURYLINK - Total For Finance</i>			\$21.43
CENTURYLINK	Fire-EMS Administration	71332709	\$26.78
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$26.78
CENTURYLINK	Fleet Maintenance Fund	71332709	\$17.40
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$17.40
CENTURYLINK	Ft. Caspar Museum	71332709	\$4.03
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$4.03
CENTURYLINK	Golf - Operations	71332709	\$4.03
<i>CENTURYLINK - Total For Golf - Operations</i>			\$4.03
CENTURYLINK	Hogadon - Operations	71332709	\$13.37
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$13.37
CENTURYLINK	Human Resources	71332709	\$6.71
<i>CENTURYLINK - Total For Human Resources</i>			\$6.71
CENTURYLINK	Ice Arena - Operations	71332709	\$5.35
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$5.35
CENTURYLINK	Information Services	71332709	\$21.43
<i>CENTURYLINK - Total For Information Services</i>			\$21.43
CENTURYLINK	Metro Animal Shelter	71332709	\$4.03
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$4.03

CENTURYLINK	Municipal Court	71332709	\$14.73
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$14.73</i>
CENTURYLINK	Parks - Parks Maint.	71332709	\$14.73
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$14.73</i>
CENTURYLINK	Planning	71332709	\$13.37
<i>CENTURYLINK - Total For Planning</i>			<i>\$13.37</i>
CENTURYLINK	Police Administration	71332709	\$82.98
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$82.98</i>
CENTURYLINK	Public Safety Communication	71332709	\$2.67
CENTURYLINK	Public Safety Communication	307-432-1300 572B	\$491.63
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$494.30</i>
CENTURYLINK	Rec Center - Operations	71332709	\$10.70
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$10.70</i>
CENTURYLINK	Regional Water Operations	71332709	\$5.35
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$5.35</i>
CENTURYLINK	Risk Management	71332709	\$4.06
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$4.06</i>
CENTURYLINK	Sewer Wastewater Collection	71332709	\$2.67
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$2.67</i>
CENTURYLINK	Streets	71332709	\$9.38
<i>CENTURYLINK - Total For Streets</i>			<i>\$9.38</i>
CENTURYLINK	Water Administration	71332709	\$5.35
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$5.35</i>
CENTURYLINK	Water Distribution	71332709	\$4.03
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$4.03</i>
CENTURYLINK	Water Meters	71332709	\$7.98
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$7.98</i>
CENTURYLINK	WWTP Operations	71332709	\$8.02
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$8.02</i>
CENTURYLINK - ALL DEPARTMENTS			\$976.95

CHRISTI S ASBE

CHRISTI S ASBE	Police Administration	Policy & accreditation work	\$1,050.00
<i>CHRISTI S ASBE - Total For Police Administration</i>			<i>\$1,050.00</i>

CHRISTI S ASBE - ALL DEPARTMENTS	\$1,050.00
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CITIZEN PAYMENT

CITIZEN PAYMENT	Rec Center	Refund for cancelled rental	\$261.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			<i>\$261.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$261.00

CITY OF CASPER

CITY OF CASPER	Refuse - Residential	COMMERCIAL GARBAGE BALER	\$5,873.31
CITY OF CASPER	Refuse - Residential	RESIDENTIAL GARBAGE BALER	\$6,017.28
CITY OF CASPER	Refuse - Residential	PUBLIC GARBAGE	\$5,788.14
CITY OF CASPER	Refuse - Residential	REFUSE COLLECTION BALEFILL TICKET # 987187	\$347.31
CITY OF CASPER	Refuse - Residential	RESIDENTIAL GARBAGE BALER	\$6,590.37
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$24,616.41</i>
CITY OF CASPER	WWTP Operations	PUBLIC UTILITIES	\$116.79
CITY OF CASPER	WWTP Operations	PUBLIC UTILITIES	\$111.18
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$227.97</i>
CITY OF CASPER - ALL DEPARTMENTS			\$24,844.38

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	SHOP REPAIRS	\$2,066.53
CMI TECO, INC.	Refuse - Commercial	Repairs	\$6,491.31
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$8,557.84</i>
CMI TECO, INC.	Refuse - Residential	Repairs	\$741.80
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$741.80</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$9,299.64

CNA SURETY

CNA SURETY	City Manager	Notary Bond rjs	\$50.00
<i>CNA SURETY - Total For City Manager</i>			<i>\$50.00</i>
CNA SURETY - ALL DEPARTMENTS			\$50.00

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle fuel	\$47.62
COASTAL CHEMICAL CO	Regional Water Operations	Vehicle fuel	\$69.66
COASTAL CHEMICAL CO	Regional Water Operations	Vehicle fuel	\$95.67
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$212.95</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$212.95

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	WATER FOR SCALE HOUSE	\$7.75
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			<i>\$7.75</i>
COCA COLA BOTTLING C	Metro Animal Shelter	water and equip rent	\$30.50
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			<i>\$30.50</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$38.25

COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Baler Processing	parts	\$150.00
<i>COMPRESSION LEASING - Total For Balefill - Baler Processing</i>			<i>\$150.00</i>
COMPRESSION LEASING	Fire-EMS Operations	Repair on compressor at station 6	\$803.92
COMPRESSION LEASING	Fire-EMS Operations	Repair on compressor at Station 6	\$210.00
<i>COMPRESSION LEASING - Total For Fire-EMS Operations</i>			<i>\$1,013.92</i>
COMPRESSION LEASING	Fleet Maintenance Fund	REPAIRS & SVC ON 151581, 151582 & 151583	\$2,795.24
COMPRESSION LEASING	Fleet Maintenance Fund	REPAIRS & SVC ON 151581, 151582 & 151583	\$3,300.12
<i>COMPRESSION LEASING - Total For Fleet Maintenance Fund</i>			<i>\$6,095.36</i>
COMPRESSION LEASING - ALL DEPARTMENTS			\$7,259.28

CONCORDANCE HEALTHCA

CONCORDANCE HEALTHCA	Balefill - Diversion & Special	Infectious Waste / Sharps containers	\$5,658.90
<i>CONCORDANCE HEALTHCA - Total For Balefill - Diversion & Special</i>			<i>\$5,658.90</i>
CONCORDANCE HEALTHCA - ALL DEPARTMENTS			\$5,658.90

CONOCO - TOWN PUMP B

CONOCO - TOWN PUMP B	Sewer Wastewater Collection fuel for city vehicle-Billings, MT CIPP project		\$23.52
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CONOCO - TOWN PUMP B - Total For Sewer Wastewater Collection	\$23.52
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CONOCO - TOWN PUMP B - ALL DEPARTMENTS	\$23.52
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CONVERGEONE

CONVERGEONE	Fire-EMS Administration	1 CP-7811-K9= Cisco UC Phone 7811	\$374.40
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CONVERGEONE - Total For Fire-EMS Administration			\$374.40
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CONVERGEONE	Social Community Services	TECH 2 - 4 licenses for iPads for use with EnerGo	\$307.20
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CONVERGEONE - Total For Social Community Services			\$307.20
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CONVERGEONE - ALL DEPARTMENTS	\$681.60
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CPS DISTRIBUTORS

CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation repair Adventureland	\$237.23
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation repair Soccer	\$19.37
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation repair Adventureland	\$2.88
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation Repair Soccer	\$136.90
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Soccer Field 6 Irrigation Repair	\$125.95
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CPS DISTRIBUTORS	Parks - Athletic Maint.	1" pvc cap	\$1.74
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation Heads for Athletic Fields	\$803.40
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CPS DISTRIBUTORS - Total For Parks - Athletic Maint.			\$1,327.47
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CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation Repair Service Center	\$10.35
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CPS DISTRIBUTORS	Parks - Parks Maint.	Pin Flags for Locates	\$23.22
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CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Service Center	\$14.85
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CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation Repair Service Center	\$6.98
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CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair Highland 3	\$62.14
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CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation Repair Dallason Park	\$5.20
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CPS DISTRIBUTORS	Parks - Parks Maint.	24, I-25's and 1 solenoid	\$812.75
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CPS DISTRIBUTORS - Total For Parks - Parks Maint.			\$935.49
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CPS DISTRIBUTORS	Planning	CONSTRUCTION MATERIALS CPS OYD LIGHTS	\$980.36
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CPS DISTRIBUTORS - Total For Planning			\$980.36
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CPS DISTRIBUTORS - ALL DEPARTMENTS	\$3,243.32
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CPU IIT

CPU IIT	Balefill - Diversion & Special	Technology Items (computers, software, and ne	\$120.00
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<i>CPU IIT - Total For Balefill - Diversion & Special</i>			<i>\$120.00</i>
CPU IIT	City Clerk	Power supply	\$88.60
<i>CPU IIT - Total For City Clerk</i>			<i>\$88.60</i>
CPU IIT	Code Enforcement	HP LaserJet Pro Laser Printer	\$349.00
<i>CPU IIT - Total For Code Enforcement</i>			<i>\$349.00</i>
CPU IIT	Customer Service	4 Computers, 12 monitors, and 2 phones for CS	\$5,709.60
<i>CPU IIT - Total For Customer Service</i>			<i>\$5,709.60</i>
CPU IIT	Fire-EMS Administration	Technology Items (computers, software, and ne	\$105.00
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$105.00</i>
CPU IIT	Human Resources	Webcams	\$350.00
CPU IIT	Human Resources	Battery Power Supply	\$88.40
<i>CPU IIT - Total For Human Resources</i>			<i>\$438.40</i>
CPU IIT	Ice Arena - Operations	Eight (8), 1FT BLACK CAT6 BOOTED PATCH CABL	\$39.60
<i>CPU IIT - Total For Ice Arena - Operations</i>			<i>\$39.60</i>
CPU IIT	Police Administration	Technology Items (computers, software, and ne	\$114.00
CPU IIT	Police Administration	Technology Items (computers, software, and ne	\$2,099.00
<i>CPU IIT - Total For Police Administration</i>			<i>\$2,213.00</i>
CPU IIT	Refuse - Residential	SCANNER FOR SUPERINTENDENT	\$625.00
<i>CPU IIT - Total For Refuse - Residential</i>			<i>\$625.00</i>
CPU IIT	Regional Water Operations	Battery for Computer	\$137.00
<i>CPU IIT - Total For Regional Water Operations</i>			<i>\$137.00</i>
CPU IIT	Social Community Services	TECH 2 -Laptops and headsets for CMO	\$4,700.00
CPU IIT	Social Community Services	TECH 3 - HEADSET FOR REMOTE ACCESS	\$219.00
CPU IIT	Social Community Services	TECH 2 - LAPTOPS FOR HR	\$3,792.00
CPU IIT	Social Community Services	TECH 2 - Laptop for Clerks Office	\$1,384.00
CPU IIT	Social Community Services	TECH 3 - Webcams and Mics	\$1,992.00
<i>CPU IIT - Total For Social Community Services</i>			<i>\$12,087.00</i>
CPU IIT	Streets	Web Cam	\$105.00
<i>CPU IIT - Total For Streets</i>			<i>\$105.00</i>
CPU IIT	Water Distribution	Need 5 iPad 11" Pros with cellular service	\$5,388.00
<i>CPU IIT - Total For Water Distribution</i>			<i>\$5,388.00</i>
CPU IIT	WWTP Operations	HP ProBook Notebook (WWTP Manager laptop	\$2,586.00
<i>CPU IIT - Total For WWTP Operations</i>			<i>\$2,586.00</i>
CPU IIT - ALL DEPARTMENTS			\$29,991.20

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Contract Withholding: 20300455	\$1,875.00
CROWN CONSTRUCTION L	Capital Projects Fund	2020 2nd Street Concrete Repai	\$49,713.00
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$51,588.00</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$51,588.00

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection for installation of hydraulic hoses for jackhamm		\$27.73
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$27.73</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$27.73

DAKOTA FENCE COMPANY

DAKOTA FENCE COMPANY	Traffic Control	V-locks for sign installs and white contrast strip	\$1,916.42
DAKOTA FENCE COMPANY	Traffic Control	50 pieces of telspar for sign install/repair	\$1,780.50
DAKOTA FENCE COMPANY	Traffic Control	V-locks and wedges for sign installs and repairs	\$1,827.00
DAKOTA FENCE COMPANY	Traffic Control	100 aluminum blanks and 2 rolls of 24" Black vin	\$1,666.70
<i>DAKOTA FENCE COMPANY - Total For Traffic Control</i>			<i>\$7,190.62</i>
DAKOTA FENCE COMPANY - ALL DEPARTMENTS			\$7,190.62

DANA KEPNER CO.

DANA KEPNER CO.	Parks - Athletic Maint.	Irrigation repair Soccer	\$103.86
<i>DANA KEPNER CO. - Total For Parks - Athletic Maint.</i>			<i>\$103.86</i>
DANA KEPNER CO.	RWS - Booster Stations	REGIONAL VALVE BOX EXTENSIONS	\$111.44
DANA KEPNER CO.	RWS - Booster Stations	16" valve box top	\$144.00
<i>DANA KEPNER CO. - Total For RWS - Booster Stations</i>			<i>\$255.44</i>
DANA KEPNER CO.	Water Distribution	CORP STOP & SADDLE	\$185.25
<i>DANA KEPNER CO. - Total For Water Distribution</i>			<i>\$185.25</i>
DANA KEPNER CO. - ALL DEPARTMENTS			\$544.55

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Capital Projects Fund	Attempted repair of mechanical damage of Nico	\$185.00
<i>DAVE LODEN CONSTRUCT - Total For Capital Projects Fund</i>			<i>\$185.00</i>

DAVE LODEN CONSTRUCT - ALL DEPARTMENTS	\$185.00
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DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	Services	\$3,879.74
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<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$3,879.74</i>
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DAVIDSON FIXED INCOM - ALL DEPARTMENTS	\$3,879.74
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DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Misc. Irrigation Supplies	\$586.70
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Hunter I 20 Irrigation heads	\$282.02
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	DBC Irrigation	\$13.39
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	4" pvc coupling	\$11.39
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	DBC Irrigation Head Warrantee	\$5.93
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DBC IRRIGATION SUPPL	Parks - Athletic Maint.	DBC Misc. Supplies	\$176.71
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<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$1,076.14</i>
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DBC IRRIGATION SUPPL - ALL DEPARTMENTS	\$1,076.14
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DELL MARKETING LP

DELL MARKETING LP	Refuse - Residential	ADOBE CREATIVE CLOUD ANNUAL SUBSCRIPTIO	\$916.55
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<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$916.55</i>
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DELL MARKETING LP - ALL DEPARTMENTS	\$916.55
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DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Heater repair parts for Water Distribution	\$56.76
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Filter	\$53.84
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies	\$24.96
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DENNIS SUPPLY CO.	Buildings & Structures Fund	CHEMICALS	\$9.72
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<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$145.28</i>
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DENNIS SUPPLY CO. - ALL DEPARTMENTS	\$145.28
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DOOLEY ENTERPRISES I

DOOLEY ENTERPRISES I	Police Administration	Oil	\$1,358.00
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DOOLEY ENTERPRISES I	Police Administration	40S&W 165GR FULL META	\$1,358.00
DOOLEY ENTERPRISES I	Police Administration	45 AUTO 230 GR FULL MET - 9MM 124GR FULL	\$4,457.50
DOOLEY ENTERPRISES I	Police Administration	9MM 124GR FULL METAL J	\$9,548.50
DOOLEY ENTERPRISES I	Police Administration	223 55G FULL METAL JA	\$12,516.00
<i>DOOLEY ENTERPRISES I - Total For Police Administration</i>			<i>\$29,238.00</i>
DOOLEY ENTERPRISES I - ALL DEPARTMENTS			\$29,238.00

DOOLEY OIL, INC.

DOOLEY OIL, INC.	Fleet Maintenance Fund	Fuel	\$13,699.44
<i>DOOLEY OIL, INC. - Total For Fleet Maintenance Fund</i>			<i>\$13,699.44</i>
DOOLEY OIL, INC. - ALL DEPARTMENTS			\$13,699.44

DOUGLAS TOYS

DOUGLAS TOYS	General Fund Revenue	Plush animals for resale in gift shop	\$199.56
<i>DOUGLAS TOYS - Total For General Fund Revenue</i>			<i>\$199.56</i>
DOUGLAS TOYS - ALL DEPARTMENTS			\$199.56

DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	cable service at PSCC	\$97.69
<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>			<i>\$97.69</i>
DTV DIRECTV SERVICE - ALL DEPARTMENTS			\$97.69

E&F HOLDING CO.

E&F HOLDING CO.	Fleet Maintenance Fund	70991 TOW TO SHOP	\$300.00
<i>E&F HOLDING CO. - Total For Fleet Maintenance Fund</i>			<i>\$300.00</i>
E&F HOLDING CO. - ALL DEPARTMENTS			\$300.00

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Miscellaneous Item	\$899.40
EMERGENCY MEDICAL PH	Fire-EMS Administration	Miscellaneous Item	\$4,074.30
<i>EMERGENCY MEDICAL PH - Total For Fire-EMS Administration</i>			<i>\$4,973.70</i>

EMERGENCY MEDICAL PH - ALL DEPARTMENTS

\$4,973.70

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Cemetery	REIMBURSEMENT FOR CLOTHES	\$250.00
<i>EMPLOYEE REIMBURSEME - Total For Cemetery</i>			\$250.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Reimbursement	\$314.98
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Too reimbursement	\$208.95
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Reimbursement	\$222.36
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			\$746.29
EMPLOYEE REIMBURSEME	Refuse - Commercial	WORK CLOTHES	\$272.95
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			\$272.95
EMPLOYEE REIMBURSEME	WWTP Operations	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	WWTP Operations	Boot reimbursement	\$148.04
EMPLOYEE REIMBURSEME	WWTP Operations	Boot reimbursement	\$117.35
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			\$415.39
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,684.63

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab test TSS	\$22.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			\$715.00
ENERGY LABORATORIES - ALL DEPARTMENTS			\$715.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	analysis parameter	\$42.00
ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$352.00
ENERGY LABRATORIES I	Water Tanks	Analysis Parameter	\$322.00
ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$42.00
ENERGY LABRATORIES I	Water Tanks	ANALYSIS PARAMETER	\$352.00
ENERGY LABRATORIES I	Water Tanks	Analysis Parameter	\$264.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			\$1,374.00

ENERGY LABRATORIES I - ALL DEPARTMENTS

\$1,374.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and	\$312.00
ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$1,187.50
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,499.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,499.50

EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC	Police Administration	pre hire background checks	\$13.16
<i>EXPERIAN EXP PAY CC - Total For Police Administration</i>			<i>\$13.16</i>
EXPERIAN EXP PAY CC - ALL DEPARTMENTS			\$13.16

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$25.19
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$26.18
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$22.06
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$23.27
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$34.63
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$22.99
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$19.00
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$22.67
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$32.70
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$27.00
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$255.69</i>
EXXONMOBIL	Fire-EMS Training	Good 2 Go - Food while traveling	\$22.53
<i>EXXONMOBIL - Total For Fire-EMS Training</i>			<i>\$22.53</i>
EXXONMOBIL - ALL DEPARTMENTS			\$278.22

FACEBK AJ3BBXEXJ2

FACEBK AJ3BBXEXJ2	Police Administration	recruitment ad	\$14.32
<i>FACEBK AJ3BBXEXJ2 - Total For Police Administration</i>			<i>\$14.32</i>

FACEBK AJ3BBXEXJ2 - ALL DEPARTMENTS	\$14.32
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FARIS MACHINERY

FARIS MACHINERY	Sewer Wastewater Collection nozzles and skids	\$1,928.23
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<i>FARIS MACHINERY - Total For Sewer Wastewater Collection</i>	<i>\$1,928.23</i>
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FARIS MACHINERY - ALL DEPARTMENTS	\$1,928.23
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FEDEX 397448902861

FEDEX 397448902861	Fire-EMS Administration	Shipment of equipment for repair	\$228.30
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<i>FEDEX 397448902861 - Total For Fire-EMS Administration</i>	<i>\$228.30</i>
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FEDEX 397448902861 - ALL DEPARTMENTS	\$228.30
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FEDEX 96549648

FEDEX 96549648	Police Administration	airbill for calea	\$59.23
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<i>FEDEX 96549648 - Total For Police Administration</i>	<i>\$59.23</i>
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FEDEX 96549648 - ALL DEPARTMENTS	\$59.23
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FEDEX OFFIC942000094

FEDEX OFFIC942000094	Ft. Caspar Museum	Exhibit panels.	\$113.81
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<i>FEDEX OFFIC942000094 - Total For Ft. Caspar Museum</i>	<i>\$113.81</i>
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FEDEX OFFIC942000094	Police Administration	brochures for academy graduation	\$88.67
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<i>FEDEX OFFIC942000094 - Total For Police Administration</i>	<i>\$88.67</i>
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FEDEX OFFIC942000094 - ALL DEPARTMENTS	\$202.48
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FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Sand pump parts	\$7.63
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FERGUSON ENTERPRISES	Regional Water Operations	Antiseize for 36" Magmeter	\$71.55
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FERGUSON ENTERPRISES	Regional Water Operations	Parts for Magmeter installation	\$8.44
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FERGUSON ENTERPRISES	Regional Water Operations	LF 2 BRS CP 600# THRD FP BV & NIPPLES	\$97.48
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FERGUSON ENTERPRISES	Regional Water Operations	LF 2 BRS CP 600# THRD FP BV & NIPPLES RETUR	(\$97.48)
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FERGUSON ENTERPRISES	Regional Water Operations	36" flowmeter parts	\$70.71
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<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>	<i>\$158.33</i>
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FERGUSON ENTERPRISES	Sewer Stormwater	Valve	\$223.43
<i>FERGUSON ENTERPRISES - Total For Sewer Stormwater</i>			\$223.43
FERGUSON ENTERPRISES	Water Distribution	6' curb boxes	\$381.76
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$381.76
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$763.52

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Control	ethenasia fluid	\$164.55
<i>FIRST VETERINARY SUP - Total For Metro Animal Control</i>			\$164.55
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$164.55

FISH WINDOW CLEANING

FISH WINDOW CLEANING	Hogadon - Operations	Credit	(\$28.00)
<i>FISH WINDOW CLEANING - Total For Hogadon - Operations</i>			(\$28.00)
FISH WINDOW CLEANING - ALL DEPARTMENTS			(\$28.00)

FREMONT MOTOR SHERID

FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
FREMONT MOTOR SHERID	Capital Projects Fund	Vehicles and wheeled equipment	\$39,575.00
<i>FREMONT MOTOR SHERID - Total For Capital Projects Fund</i>			\$237,450.00
FREMONT MOTOR SHERID - ALL DEPARTMENTS			\$237,450.00

GALLS, INC.

GALLS, INC.	Police Administration	UA TAC WMN STRECH RS PAN	\$67.50
GALLS, INC.	Police Administration	STREETGUARD GLOVE W/ KEVLAR	\$793.00
GALLS, INC.	Police Administration	UA VALSETZ RTS	\$117.00
GALLS, INC.	Police Administration	Uniforms	\$177.75
GALLS, INC.	Police Administration	Uniforms	\$108.00
GALLS, INC.	Police Administration	Uniforms	\$54.00

GALLS, INC.	Police Administration	Uniforms	\$166.46
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$1,483.71</i>
GALLS, INC. - ALL DEPARTMENTS			\$1,483.71

GAYLORD BROS INC

GAYLORD BROS INC	Ft. Caspar Museum	Collections supplies.	\$16.92
<i>GAYLORD BROS INC - Total For Ft. Caspar Museum</i>			<i>\$16.92</i>
GAYLORD BROS INC - ALL DEPARTMENTS			\$16.92

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Commercial	LABOR M NAN 1 HR	\$90.00
<i>G-C BUILDING SUPPLY - Total For Refuse - Commercial</i>			<i>\$90.00</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$90.00

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for Service Center	\$292.95
<i>GEORGE T SANDERS - Total For Buildings & Structures Fund</i>			<i>\$292.95</i>
GEORGE T SANDERS - ALL DEPARTMENTS			\$292.95

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	November 2020 net loss funds	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P.	Police Administration	BUFFET	\$1,649.00
<i>GLOBAL SPECTRUM L.P. - Total For Police Administration</i>			<i>\$1,649.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$84,558.91

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	NMOC Tier II Emissions Testing	\$16,232.54
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$185.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Closed Balefill EMP & ACM Moni	\$1,067.19
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	4G Equipment for CRL and Balefill Golderwatch	\$1,360.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$4,286.12

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	SW Monitoring Ntwrk Upgrds & C	\$889.42
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$4,074.59
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$28,094.86</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$28,094.86

GOLF SAFETY

GOLF SAFETY	Cemetery	Safety Training Video's	\$95.00
<i>GOLF SAFETY - Total For Cemetery</i>			<i>\$95.00</i>
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Rec Center - Sports Programs	Light Fuses for NC 5	\$50.84
<i>GRAINGER, INC. - Total For Rec Center - Sports Programs</i>			<i>\$50.84</i>
GRAINGER, INC.	Regional Water Operations	Electrical parts Ozone sump pump	\$32.02
GRAINGER, INC.	Regional Water Operations	Light Bulbs	\$99.96
GRAINGER, INC.	Regional Water Operations	HVAC Filters	\$474.44
GRAINGER, INC.	Regional Water Operations	Starter	\$161.29
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$767.71</i>
GRAINGER, INC.	Water Meters	SHUT OFF VALVE FOR TEST BENCH	\$73.47
<i>GRAINGER, INC. - Total For Water Meters</i>			<i>\$73.47</i>
GRAINGER, INC.	WWTP Operations	Credit	(\$22.16)
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>(\$22.16)</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$869.86

HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Capital Projects Fund	Casper Ice Arena Chiller Repla	302,303.16
<i>HAASS CONSTRUCTION C - Total For Capital Projects Fund</i>			<i>\$302,303.16</i>
HAASS CONSTRUCTION C - ALL DEPARTMENTS			\$302,303.16

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Hogadon - Operations	Lift tool	\$54.99
<i>HARBOR FREIGHT TOOLS - Total For Hogadon - Operations</i>			<i>\$54.99</i>
HARBOR FREIGHT TOOLS	Water Distribution	Tools	\$27.27

<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$27.27
HARBOR FREIGHT TOOLS	WWTP Operations	Dollies	\$51.98
<i>HARBOR FREIGHT TOOLS - Total For WWTP Operations</i>			\$51.98
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$134.24

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Aquatic Center Chlorine and Acid	\$1,791.86
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			\$1,791.86
HAWKINS, INC. - ALL DEPARTMENTS			\$1,791.86

HIGH PLAINS CONSTRUC

HIGH PLAINS CONSTRUC	Water Tanks	CY Booster Station Replacement	\$35,702.38
<i>HIGH PLAINS CONSTRUC - Total For Water Tanks</i>			\$35,702.38
HIGH PLAINS CONSTRUC - ALL DEPARTMENTS			\$35,702.38

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	POSTER FRAMES	\$40.00
<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill</i>			\$40.00
HOBBY-LOBBY #0233	Fire-EMS Administration	Frames for Core Values	\$80.94
<i>HOBBY-LOBBY #0233 - Total For Fire-EMS Administration</i>			\$80.94
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$120.94

HOMAX OIL SALES INC

HOMAX OIL SALES INC	Fleet Maintenance Fund	FUEL CHARGES FOR PD MOTORCYCLES	\$62.46
<i>HOMAX OIL SALES INC - Total For Fleet Maintenance Fund</i>			\$62.46
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$62.46

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Diversion & Special	DRUM DEPOSIT	\$1,080.00
<i>HOMAX OIL SALES, INC - Total For Balefill - Diversion & Special</i>			\$1,080.00
HOMAX OIL SALES, INC	Fleet Maintenance Fund	DIESEL FUEL	\$13,951.35
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			\$13,951.35

HOMAX OIL SALES, INC	Water Distribution	VEHICLES	\$2,990.10
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$2,990.10</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$18,021.45

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Hogadon - Operations	RETUENED VALVE	(\$370.08)
<i>HOSE & RUBBER SUPPLY - Total For Hogadon - Operations</i>			<i>(\$370.08)</i>
HOSE & RUBBER SUPPLY	Regional Water Operations	Hydraulic hose	\$70.80
HOSE & RUBBER SUPPLY	Regional Water Operations	Hose return	(\$70.80)
<i>HOSE & RUBBER SUPPLY - Total For Regional Water Operations</i>			<i>\$0.00</i>
HOSE & RUBBER SUPPLY	Water Distribution	HYDRAULIC HOSE	\$70.80
<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			<i>\$70.80</i>
HOSE & RUBBER SUPPLY	WWTP Regional Interceptors	Parts for Airport fuel filter	\$45.64
<i>HOSE & RUBBER SUPPLY - Total For WWTP Regional Interceptors</i>			<i>\$45.64</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			(\$253.64)

IDENTISYS INCORPORAT

IDENTISYS INCORPORAT	Human Resources	ID BADGE PRINTER with supplies	\$6,128.21
<i>IDENTISYS INCORPORAT - Total For Human Resources</i>			<i>\$6,128.21</i>
IDENTISYS INCORPORAT - ALL DEPARTMENTS			\$6,128.21

IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	Regional Water Operations	LAB Supplies	\$1,274.00
<i>IDEXX DISTRIBUTION I - Total For Regional Water Operations</i>			<i>\$1,274.00</i>
IDEXX DISTRIBUTION I - ALL DEPARTMENTS			\$1,274.00

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Disposal & Landfill	ISM	\$702.72
INDUSTRIAL SCREEN &	Balefill - Disposal & Landfill	CUTTING EDGES FOR PIT LOADER	\$1,850.00
<i>INDUSTRIAL SCREEN & - Total For Balefill - Disposal & Landfill</i>			<i>\$2,552.72</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$2,552.72

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$101.90
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$36.48
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$138.38</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$138.38

INSTACART

INSTACART	Balefill - Disposal & Landfill	SAMS CLUB	\$70.14
INSTACART	Balefill - Disposal & Landfill	SAMS CLUB	\$69.88
<i>INSTACART - Total For Balefill - Disposal & Landfill</i>			<i>\$140.02</i>
INSTACART	Refuse - Recycling	SAMS CLUB	\$39.92
<i>INSTACART - Total For Refuse - Recycling</i>			<i>\$39.92</i>
INSTACART - ALL DEPARTMENTS			\$179.94

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	CEC Fire Line and Water Servic	\$4,524.00
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			<i>\$4,524.00</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$4,524.00

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	Crosley Cleaning Plus LLC - Paint West End Offic	\$400.00
INTUIT, INC.	Balefill - Disposal & Landfill	Scalehouse window repair - West End Office - Cr	\$80.00
INTUIT, INC.	Balefill - Disposal & Landfill	Crosley Cleaning Plus LLC - Strip and Wax West E	\$200.00
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$680.00</i>
INTUIT, INC.	Balefill - Diversion & Special	REPLACE SEALS ON SPEC WASTE GARAGE DOOR	\$1,000.00
<i>INTUIT, INC. - Total For Balefill - Diversion & Special</i>			<i>\$1,000.00</i>
INTUIT, INC.	Fire-EMS Administration	Business Imaging Solutions - Monthly service fe	\$121.99
<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			<i>\$121.99</i>
INTUIT, INC.	Fire-EMS Training	Johnson, Roberts, & Associates - Background re	\$15.00
<i>INTUIT, INC. - Total For Fire-EMS Training</i>			<i>\$15.00</i>
INTUIT, INC.	Fleet Maintenance Fund	151572 CARWASH PRE-SOAK, TIRE CLEANER & F	\$1,421.88
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,421.88</i>
INTUIT, INC.	Parks - Parks Maint.	MISCELLANEOUS PERSONAL SERVICES	\$228.00

INTUIT, INC. - Total For Parks - Parks Maint.	\$228.00
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INTUIT, INC. - ALL DEPARTMENTS	\$3,466.87
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JFH DISTRIBUTING

JFH DISTRIBUTING	WWTP Operations	Vacuum & Blower system to replace gas compre	\$10,548.50
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JFH DISTRIBUTING - Total For WWTP Operations	\$10,548.50
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JFH DISTRIBUTING - ALL DEPARTMENTS	\$10,548.50
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JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Annual Aerial Survey 19-070	\$780.00
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JKC ENGINEERING - Total For Balefill - Disposal & Landfill	\$780.00
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JKC ENGINEERING - ALL DEPARTMENTS	\$780.00
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K&M INTERNATIONAL IN

K&M INTERNATIONAL IN	General Fund Revenue	Stuffed toys for resale in museum store	\$345.32
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K&M INTERNATIONAL IN - Total For General Fund Revenue	\$345.32
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K&M INTERNATIONAL IN - ALL DEPARTMENTS	\$345.32
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KELLY'S ALIGNMENT

KELLY'S ALIGNMENT	Fleet Maintenance Fund	101220 ALIGNMENT	\$105.00
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KELLY'S ALIGNMENT	Fleet Maintenance Fund	101205 ALIGNMENT	\$105.00
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KELLY'S ALIGNMENT	Fleet Maintenance Fund	60678 ALIGNMENT	\$65.00
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KELLY'S ALIGNMENT	Fleet Maintenance Fund	101219 ALIGNMENT	\$105.00
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KELLY'S ALIGNMENT	Fleet Maintenance Fund	101227 ALIGNMENT	\$65.00
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KELLY'S ALIGNMENT - Total For Fleet Maintenance Fund	\$445.00
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KELLY'S ALIGNMENT - ALL DEPARTMENTS	\$445.00
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KINSCO

KINSCO	Fire-EMS Operations	Uniform shirts	\$1,399.77
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KINSCO - Total For Fire-EMS Operations	\$1,399.77
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KINSCO - ALL DEPARTMENTS	\$1,399.77
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KISTLER TENT AND AWN

KISTLER TENT AND AWN	WWTP Operations	Modify filters	\$90.00
<i>KISTLER TENT AND AWN - Total For WWTP Operations</i>			<i>\$90.00</i>
KISTLER TENT AND AWN - ALL DEPARTMENTS			\$90.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	CONCRETE	\$225.15
<i>KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill</i>			<i>\$225.15</i>
KNIFE RIVER/JTL	Capital Projects Fund	Contract Withholding: 20300442	\$9,796.53
KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$413.44
KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$524.44
KNIFE RIVER/JTL	Capital Projects Fund	Jade Project	\$96.69
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$10,831.10</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$11,056.25

KUM & GO #952

KUM & GO #952	Police Administration	fuel for travel	\$18.62
<i>KUM & GO #952 - Total For Police Administration</i>			<i>\$18.62</i>
KUM & GO #952 - ALL DEPARTMENTS			\$18.62

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Cowhide Gloves	\$1,076.76
L.N. CURTIS & SONS I	Fire-EMS Operations	5" hose (x2)	\$1,693.44
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$2,770.20</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$2,770.20

LEE NEWSPAPER ADVERT

LEE NEWSPAPER ADVERT	Fire-EMS Administration	Retirement Notification	\$338.00
<i>LEE NEWSPAPER ADVERT - Total For Fire-EMS Administration</i>			<i>\$338.00</i>
LEE NEWSPAPER ADVERT - ALL DEPARTMENTS			\$338.00

LETZ'S RADIO SUPPLY

LETZ'S RADIO SUPPLY	Fire-EMS Operations	Repair of dishwasher at Station 1	\$730.27
<i>LETZ'S RADIO SUPPLY - Total For Fire-EMS Operations</i>			<i>\$730.27</i>
LETZ'S RADIO SUPPLY - ALL DEPARTMENTS			\$730.27

LIME LEAF ASIAN BIST

LIME LEAF ASIAN BIST	Police Administration	meal for panelist for promotional interviews	\$61.21
<i>LIME LEAF ASIAN BIST - Total For Police Administration</i>			<i>\$61.21</i>
LIME LEAF ASIAN BIST - ALL DEPARTMENTS			\$61.21

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	CLEANING	\$45.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$45.00</i>
LISA'S SPIC N SPAN	Social Community Services	OPS3-Weekly COVID disinfection/janitorial clea	\$395.00
<i>LISA'S SPIC N SPAN - Total For Social Community Services</i>			<i>\$395.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$440.00

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$42.86
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$42.86</i>
LOAF N JUG #0103 - ALL DEPARTMENTS			\$42.86

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Aquatics - Operations	Milestone Camera Maintenance	\$84.68
<i>LONG BUILDING TECHNO - Total For Aquatics - Operations</i>			<i>\$84.68</i>
LONG BUILDING TECHNO	Balefill - Disposal & Landfill	Milestone Camera Maintenance	\$592.76
<i>LONG BUILDING TECHNO - Total For Balefill - Disposal & Landfill</i>			<i>\$592.76</i>
LONG BUILDING TECHNO	Fleet Maintenance Fund	Milestone Camera Maintenance	\$127.02
<i>LONG BUILDING TECHNO - Total For Fleet Maintenance Fund</i>			<i>\$127.02</i>
LONG BUILDING TECHNO	Ice Arena - Operations	Milestone Camera Maintenance	\$127.02
<i>LONG BUILDING TECHNO - Total For Ice Arena - Operations</i>			<i>\$127.02</i>
LONG BUILDING TECHNO	Information Services	Milestone Camera Maintenance	\$126.59

<i>LONG BUILDING TECHNO - Total For Information Services</i>			\$126.59
LONG BUILDING TECHNO	Metro Animal Shelter	Milestone Camera Maintenance	\$359.89
<i>LONG BUILDING TECHNO - Total For Metro Animal Shelter</i>			\$359.89
LONG BUILDING TECHNO	Police Administration	Milestone Camera Maintenance	\$656.27
<i>LONG BUILDING TECHNO - Total For Police Administration</i>			\$656.27
LONG BUILDING TECHNO	Rec Center - Operations	Milestone Camera Maintenance	\$254.04
<i>LONG BUILDING TECHNO - Total For Rec Center - Operations</i>			\$254.04
LONG BUILDING TECHNO	Regional Water Operations	Quarterly HVAC maintenance	\$2,885.00
LONG BUILDING TECHNO	Regional Water Operations	Milestone Camera Maintenance	\$275.21
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			\$3,160.21
LONG BUILDING TECHNO	WWTP Operations	Milestone Camera Maintenance	\$105.85
<i>LONG BUILDING TECHNO - Total For WWTP Operations</i>			\$105.85
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$5,594.33

MARY K FRASER

MARY K FRASER	Balefill - Disposal & Landfill	WORK JEANS	\$88.17
<i>MARY K FRASER - Total For Balefill - Disposal & Landfill</i>			\$88.17
MARY K FRASER - ALL DEPARTMENTS			\$88.17

MAVERIK #528

MAVERIK #528	Police Administration	fuel for travel	\$8.00
<i>MAVERIK #528 - Total For Police Administration</i>			\$8.00
MAVERIK #528 - ALL DEPARTMENTS			\$8.00

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	Space Heaters for the Baler Building	\$151.93
MENARDS CASPER WY	Balefill - Baler Processing	Floor Squeegees and Garden Hoe's for Baler Bld	\$262.39
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			\$414.32
MENARDS CASPER WY	Balefill - Diversion & Special	SMALL TOOLS AND WINDOW BLOCK	\$4.97
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			\$4.97
MENARDS CASPER WY	Buildings & Structures Fund	Supplies to seal door at Golf Course	\$34.99
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			\$34.99
MENARDS CASPER WY	Fire-EMS Operations	Nuts and bolts - Station supplies	\$13.81

<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$13.81</i>
MENARDS CASPER WY	Fire-EMS Training	Drill Tower Material	\$90.25
<i>MENARDS CASPER WY - Total For Fire-EMS Training</i>			<i>\$90.25</i>
MENARDS CASPER WY	Ice Arena - Operations	Player Bench Bolts Ice Arena	\$20.30
<i>MENARDS CASPER WY - Total For Ice Arena - Operations</i>			<i>\$20.30</i>
MENARDS CASPER WY	Refuse - Recycling	SMALL TOOLS AND WINDOW BLOCK	\$57.44
<i>MENARDS CASPER WY - Total For Refuse - Recycling</i>			<i>\$57.44</i>
MENARDS CASPER WY	Water Tanks	Pea gravel & chain	\$34.97
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$34.97</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$671.05

MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Fire-EMS Administration	J Black Name Plate	\$17.50
<i>MERBACK AWARDS COMPA - Total For Fire-EMS Administration</i>			<i>\$17.50</i>
MERBACK AWARDS COMPA - ALL DEPARTMENTS			\$17.50

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	LAB supplies	\$29.42
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$29.42</i>
MIDLAND SCIENTIFIC I - ALL DEPARTMENTS			\$29.42

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Fire-EMS Operations	Extreme Temp Remote Mic	\$1,204.50
<i>MOTOROLA SOLUTIONS - Total For Fire-EMS Operations</i>			<i>\$1,204.50</i>
MOTOROLA SOLUTIONS	Public Safety Communication Services		\$2,897.95
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$2,897.95</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$4,102.45

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Balefill - Disposal & Landfill	INTERNET CHARGES	\$73.26
<i>MOUNTAIN WEST TELEPH - Total For Balefill - Disposal & Landfill</i>			<i>\$73.26</i>
MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service	\$1,000.00
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			<i>\$1,000.00</i>

MOUNTAIN WEST TELEPH - ALL DEPARTMENTS

\$1,073.26

NACE INTERNATIONAL

NACE INTERNATIONAL	Water Distribution	MEMBER DUES, M. ANDERSON	\$150.00
<i>NACE INTERNATIONAL - Total For Water Distribution</i>			<i>\$150.00</i>
NACE INTERNATIONAL - ALL DEPARTMENTS			\$150.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	BATTERY CHARGER FOR BALER BLDG	\$742.20
<i>NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing</i>			<i>\$742.20</i>
NAPA AUTO PARTS CORP	Buildings & Structures Fund	HVAC repair parts for Service Center	\$11.98
<i>NAPA AUTO PARTS CORP - Total For Buildings & Structures Fund</i>			<i>\$11.98</i>
NAPA AUTO PARTS CORP	City Council	October Transactions	\$6,562.50
<i>NAPA AUTO PARTS CORP - Total For City Council</i>			<i>\$6,562.50</i>
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October Transactions	\$81,069.70
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October Transactions	\$3,013.86
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October Transactions	\$12,064.25
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October Transactions	\$793.34
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$96,941.15</i>
NAPA AUTO PARTS CORP	Refuse - Recycling	TOOLS FOR MRF	\$293.96
<i>NAPA AUTO PARTS CORP - Total For Refuse - Recycling</i>			<i>\$293.96</i>
NAPA AUTO PARTS CORP	Regional Water Operations	Inv.#639806 wrench return	(\$62.49)
NAPA AUTO PARTS CORP	Regional Water Operations	Wrench	\$62.49
NAPA AUTO PARTS CORP	Regional Water Operations	Gas Stabilizer	\$13.49
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$13.49</i>
NAPA AUTO PARTS CORP	WWTP Operations	Air filter	\$25.01
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			<i>\$25.01</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$104,590.29

NATIONAL SKI PATROL

NATIONAL SKI PATROL	Parks - Parks Maint.	Registration for OEC for Mark Brattis	\$60.00
<i>NATIONAL SKI PATROL - Total For Parks - Parks Maint.</i>			<i>\$60.00</i>
NATIONAL SKI PATROL	Weed & Pest Fund	OEC Registration	\$60.00

<i>NATIONAL SKI PATROL - Total For Weed & Pest Fund</i>			\$60.00
NATIONAL SKI PATROL - ALL DEPARTMENTS			\$120.00
NATRONA COUNTY OFFIC			
NATRONA COUNTY OFFIC	Police Administration	October prisoner housing	\$99,120.24
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$99,120.24</i>
NATRONA COUNTY OFFIC	Police Grants Fund	Share of seizure	\$2,770.90
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$2,770.90</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$101,891.14
NETMOTION SOFTWARE			
NETMOTION SOFTWARE	Police Administration	Netmotion maintenance renewal	\$11,379.46
<i>NETMOTION SOFTWARE - Total For Police Administration</i>			<i>\$11,379.46</i>
NETMOTION SOFTWARE - ALL DEPARTMENTS			\$11,379.46
NMI NATIONWIDE			
NMI NATIONWIDE	Police Administration	notary bond	\$50.00
NMI NATIONWIDE	Police Administration	notary bond	\$50.00
<i>NMI NATIONWIDE - Total For Police Administration</i>			<i>\$100.00</i>
NMI NATIONWIDE - ALL DEPARTMENTS			\$100.00
NOLAND FEED			
NOLAND FEED	Police Administration	k9 food	\$164.20
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$164.20</i>
NOLAND FEED - ALL DEPARTMENTS			\$164.20
NORCO, INC.			
NORCO, INC.	Aquatics - Operations	Cleaning Supplies for the Aquatic Center	\$131.88
<i>NORCO, INC. - Total For Aquatics - Operations</i>			<i>\$131.88</i>
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for Fort Caspar	\$369.93
NORCO, INC.	Buildings & Structures Fund	City Hall Custodial Supplies	\$536.92
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$906.85</i>

NORCO, INC.	Fire-EMS Operations	DANNER KINETIC BOOT	\$10,406.00
NORCO, INC.	Fire-EMS Operations	Nitrile Exam Gloves	\$618.00
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$11,024.00</i>
NORCO, INC.	Fleet Maintenance Fund	ARGON GAS REFILL	\$168.86
NORCO, INC.	Fleet Maintenance Fund	CYL RENTALS JULY 2020	\$126.79
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$295.65</i>
NORCO, INC.	Golf - Operations	oxygen and acetylene cylinder yearly lease	\$243.50
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$243.50</i>
NORCO, INC.	Metro Animal Shelter	cleaning products	\$362.27
NORCO, INC.	Metro Animal Shelter	disinfectant supplies	\$89.58
NORCO, INC.	Metro Animal Shelter	cleaning products	\$14.72
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$466.57</i>
NORCO, INC.	Regional Water Operations	Safety supplies	\$945.46
NORCO, INC.	Regional Water Operations	Safety signage	\$72.68
NORCO, INC.	Regional Water Operations	Dust Masks	\$59.88
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$1,078.02</i>
NORCO, INC.	Water Distribution	REG, 25GX-145-540 CLAMSHELLED & ACETYLEN	\$240.82
NORCO, INC.	Water Distribution	Clamshelled acetylene, electrode holder return	(\$270.89)
NORCO, INC.	Water Distribution	ELECTRODE HOLDER	\$30.07
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$0.00</i>
NORCO, INC.	WWTP Operations	Argon gas	\$65.32
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$65.32</i>
NORCO, INC. - ALL DEPARTMENTS			\$14,211.79

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar Museum	Shipping charges	\$106.72
<i>NORTH PARK TRANSPORA - Total For Ft. Caspar Museum</i>			<i>\$106.72</i>
NORTH PARK TRANSPORA - ALL DEPARTMENTS			\$106.72

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	labor	\$1,080.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$1,080.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$1,080.00

NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP Operations	Gauges	\$115.40
NORTHROP BOILER WORK	WWTP Operations	Boiler repair	\$200.00
<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			<i>\$315.40</i>
NORTHROP BOILER WORK - ALL DEPARTMENTS			\$315.40

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	GREASE GUN TOOL ONLY	\$358.00
NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill			\$358.00
NORTHWEST CONTRACTOR	Regional Water Operations	Ammonia Magmeter	\$51.49
NORTHWEST CONTRACTOR	Regional Water Operations	Wrenches	\$337.00
NORTHWEST CONTRACTOR	Regional Water Operations	LOCKSTOP	\$288.00
NORTHWEST CONTRACTOR	Regional Water Operations	Gaskets for Ammonia pump	\$36.00
NORTHWEST CONTRACTOR	Regional Water Operations	SLEDGE	\$51.56
NORTHWEST CONTRACTOR	Regional Water Operations	Tools	\$357.56
NORTHWEST CONTRACTOR - Total For Regional Water Operations			\$1,121.61
NORTHWEST CONTRACTOR	Sewer Wastewater Collection jackhammer parts		\$196.52
NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection			\$196.52
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,676.13

O&G CCD DNOW MERCH

O&G CCD DNOW MERCH	Water Tanks	Credit for gaskets charged w/tax	(\$37.93)
O&G CCD DNOW MERCH	Water Tanks	Gaskets charged w/tax	\$37.93
O&G CCD DNOW MERCH	Water Tanks	Gaskets	\$36.12
O&G CCD DNOW MERCH	Water Tanks	Stainless Steel Gaskets	\$18.06
<i>O&G CCD DNOW MERCH - Total For Water Tanks</i>			<i>\$54.18</i>
O&G CCD DNOW MERCH - ALL DEPARTMENTS			\$54.18

ONE CALL OF WY.

ONE CALL OF WY.	Traffic Control	TICKETS FOR OCT	\$186.00
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$186.00</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$186.00

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Balefill - Disposal & Landfill	REPLACE CABLES ON EQUIPMENT BUILDINGS	\$253.80
<i>OVERHEAD DOOR CO - Total For Balefill - Disposal & Landfill</i>			<i>\$253.80</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$253.80

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING LABORATORIES	\$178.00
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			<i>\$178.00</i>
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$178.00

PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	torrent	\$375.00
PARTSMASTER	Fleet Maintenance Fund	torrent	\$525.00
PARTSMASTER	Fleet Maintenance Fund	torrent	\$375.00
PARTSMASTER	Fleet Maintenance Fund	torrent	\$525.00
<i>PARTSMASTER - Total For Fleet Maintenance Fund</i>			<i>\$1,800.00</i>
PARTSMASTER - ALL DEPARTMENTS			\$1,800.00

PAYPAL MILLETSOFTW

PAYPAL MILLETSOFTW	Balefill - Disposal & Landfill	MILLET SOFTWARE	\$180.00
<i>PAYPAL MILLETSOFTW - Total For Balefill - Disposal & Landfill</i>			<i>\$180.00</i>
PAYPAL MILLETSOFTW - ALL DEPARTMENTS			\$180.00

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	GemsS028749-OP/Mnt/mon srvcs g	\$690.00
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill</i>			<i>\$690.00</i>
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$690.00

PETCO 1456

PETCO 1456	Metro Animal Shelter	rat food	\$16.99
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$16.99</i>

PETCO 1456 - ALL DEPARTMENTS	\$16.99
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POSGLOBAL.COM INC

POSGLOBAL.COM INC	Customer Service	Cash Drawer Brackets - Correct ones	\$181.16
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<i>POSGLOBAL.COM INC - Total For Customer Service</i>			<i>\$181.16</i>
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POSGLOBAL.COM INC - ALL DEPARTMENTS	\$181.16
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POWER SVC.,INC.

POWER SVC.,INC.	Regional Water Operations	Ozone air compressor maintenance	\$9,094.64
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<i>POWER SVC.,INC. - Total For Regional Water Operations</i>			<i>\$9,094.64</i>
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POWER SVC.,INC. - ALL DEPARTMENTS	\$9,094.64
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POWER SYSTEMS WEST C

POWER SYSTEMS WEST C	WWTP Regional Interceptors	Filters	\$81.89
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<i>POWER SYSTEMS WEST C - Total For WWTP Regional Interceptors</i>			<i>\$81.89</i>
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POWER SYSTEMS WEST C - ALL DEPARTMENTS	\$81.89
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POWERPHONE INC

POWERPHONE INC	Public Safety Communication	certifications	\$35,705.00
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POWERPHONE INC	Public Safety Communication	Certifications	\$28,564.00
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POWERPHONE INC	Public Safety Communication	EMD recertification	\$129.00
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<i>POWERPHONE INC - Total For Public Safety Communications</i>			<i>\$64,398.00</i>
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POWERPHONE INC - ALL DEPARTMENTS	\$64,398.00
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PP WYOMINGWATE

PP WYOMINGWATE	Balefill - Disposal & Landfill	Training - Van Potter Leadership Class - Advance	\$185.00
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<i>PP WYOMINGWATE - Total For Balefill - Disposal & Landfill</i>			<i>\$185.00</i>
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PP WYOMINGWATE - ALL DEPARTMENTS	\$185.00
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PRO TECH AUTO BODY

PRO TECH AUTO BODY	Fleet Maintenance Fund	INS CLAIM# 2020012 / 101312 BODY SHOP REP	\$836.21
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PRO TECH AUTO BODY	Fleet Maintenance Fund	INS CLAIM# 3028CA / 101309	\$934.12
PRO TECH AUTO BODY	Fleet Maintenance Fund	INS CLAIM# 2020007 / 101300	\$1,968.14
<i>PRO TECH AUTO BODY - Total For Fleet Maintenance Fund</i>			<i>\$3,738.47</i>
PRO TECH AUTO BODY - ALL DEPARTMENTS			\$3,738.47

PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Janitorial services at the WWT	\$1,395.00
<i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i>			<i>\$1,395.00</i>
PROFESSIONAL CLEANIN - ALL DEPARTMENTS			\$1,395.00

PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	Water Distribution	Tracer wire, thermoweld sleeve, Cadweld	\$250.60
<i>PROKOTEENGINEERINGSU - Total For Water Distribution</i>			<i>\$250.60</i>
PROKOTEENGINEERINGSU - ALL DEPARTMENTS			\$250.60

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Operations	Piping	\$334.45
PURVIS INDUSTRIES	WWTP Operations	Camlock fitting	\$7.20
<i>PURVIS INDUSTRIES - Total For WWTP Operations</i>			<i>\$341.65</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$341.65

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	HEADPHONES WITH MICS	\$135.84
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$135.84</i>
QUALITY OFFICE SOLUT	Ft. Caspar Museum	Staff calendar	\$59.99
<i>QUALITY OFFICE SOLUT - Total For Ft. Caspar Museum</i>			<i>\$59.99</i>
QUALITY OFFICE SOLUT	WWTP Operations	Credit	(\$7.75)
QUALITY OFFICE SOLUT	WWTP Operations	Credit	(\$3.41)
QUALITY OFFICE SOLUT	WWTP Operations	Office supplies	\$162.71
QUALITY OFFICE SOLUT	WWTP Operations	Office supplies	\$71.70
<i>QUALITY OFFICE SOLUT - Total For WWTP Operations</i>			<i>\$223.25</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$419.08

R & R REST STOPS

R & R REST STOPS	Fire-EMS Training	Pump service at training facility	\$49.61
<i>R & R REST STOPS - Total For Fire-EMS Training</i>			<i>\$49.61</i>
R & R REST STOPS	Golf - Operations	Porta Potty Rental and service.	\$504.00
<i>R & R REST STOPS - Total For Golf - Operations</i>			<i>\$504.00</i>
R & R REST STOPS - ALL DEPARTMENTS			\$553.61

RCH PARKING LOT MAIN

RCH PARKING LOT MAIN	Hogadon - Operations	HOGADON STRIPING	\$750.00
RCH PARKING LOT MAIN	Hogadon - Operations	PARKING LOT PAINTING	\$750.00
<i>RCH PARKING LOT MAIN - Total For Hogadon - Operations</i>			<i>\$1,500.00</i>
RCH PARKING LOT MAIN - ALL DEPARTMENTS			\$1,500.00

RD OFFU H CO

RD OFFU H CO	Balefill - Disposal & Landfill	CRL GPS DOZER EQUIPMENT PROJECT #. 20-034	\$46,225.00
<i>RD OFFU H CO - Total For Balefill - Disposal & Landfill</i>			<i>\$46,225.00</i>
RD OFFU H CO - ALL DEPARTMENTS			\$46,225.00

REGISTER@FAA

REGISTER@FAA	Police Administration	registration renewal for drone	\$5.00
<i>REGISTER@FAA - Total For Police Administration</i>			<i>\$5.00</i>
REGISTER@FAA - ALL DEPARTMENTS			\$5.00

RESPOND FIRST AID OF

RESPOND FIRST AID OF	Buildings & Structures Fund	First Aid Kit Supplies for City Hall	\$16.26
RESPOND FIRST AID OF	Buildings & Structures Fund	First Aid Kit Supplies for City Hall - Incorrect A	\$16.25
RESPOND FIRST AID OF	Buildings & Structures Fund	First Aid Kit Supplies for City Hall - Incorrect A	(\$16.25)
<i>RESPOND FIRST AID OF - Total For Buildings & Structures Fund</i>			<i>\$16.26</i>
RESPOND FIRST AID OF - ALL DEPARTMENTS			\$16.26

RICOH USA INC

RICOH USA INC	Code Enforcement	RICOH BLACK AND WHITE	\$31.14
<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$31.14</i>
RICOH USA INC	Metropolitan Planning Org	Office Supplies	\$201.43
<i>RICOH USA INC - Total For Metropolitan Planning Org</i>			<i>\$201.43</i>
RICOH USA INC	Police Administration	Services	\$7.83
RICOH USA INC	Police Administration	Supplies	\$320.54
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$328.37</i>
RICOH USA INC - ALL DEPARTMENTS			\$560.94

ROADSAFE 3101

ROADSAFE 3101	Traffic Control	Purchase of 25 Stop signs and 1 roll of 24" Whit	\$1,708.39
<i>ROADSAFE 3101 - Total For Traffic Control</i>			<i>\$1,708.39</i>
ROADSAFE 3101 - ALL DEPARTMENTS			\$1,708.39

Rocky Mountain

Rocky Mountain	Regional Water Operations	Bulk Liquid Oxygen 10/30/20	\$3,443.11
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$3,443.11</i>
Rocky Mountain	Water Distribution	CO2	\$21.10
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$21.10</i>
Rocky Mountain - ALL DEPARTMENTS			\$3,464.21

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	WWTP Operations	54730761-004 8	\$164.85
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$164.85</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$164.85

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$216.44
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$99.44
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$614.20
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$1,245.96</i>

Rooter - ALL DEPARTMENTS

\$1,245.96

ROTO ROOTER

ROTO ROOTER	Golf - Operations	CLEANING 2" Line @ 19th Hole	\$159.00
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<i>ROTO ROOTER - Total For Golf - Operations</i>			<i>\$159.00</i>
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ROTO ROOTER - ALL DEPARTMENTS			\$159.00
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SAMS CLUB #6425

SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$198.19
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<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$198.19</i>
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SAMS CLUB #6425	Police Administration	renew department membership	\$100.00
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SAMS CLUB #6425	Police Administration	add authorized member to account	\$40.00
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<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$140.00</i>
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SAMS CLUB #6425	Rec Center - Operations	BATTERIES, AIR FRESHNER	\$95.86
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<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$95.86</i>
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SAMS CLUB #6425	Sewer Wastewater Collection	office supplies	\$27.18
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<i>SAMS CLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$27.18</i>
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SAMS CLUB #6425	Water Distribution	SHOP SUPPLIES	\$234.70
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<i>SAMS CLUB #6425 - Total For Water Distribution</i>			<i>\$234.70</i>
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SAMS CLUB #6425 - ALL DEPARTMENTS			\$695.93
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SAMS CLUB RENEWAL

SAMS CLUB RENEWAL	Fleet Maintenance Fund	MEMBERSHIP ANNUAL FEE	\$100.00
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<i>SAMS CLUB RENEWAL - Total For Fleet Maintenance Fund</i>			<i>\$100.00</i>
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SAMS CLUB RENEWAL - ALL DEPARTMENTS			\$100.00
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SAMSCLUB.COM

SAMSCLUB.COM	Aquatics - Operations	LEGAL PAD, JR LEGAL PAD, CORRECTION TAPE	\$21.96
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<i>SAMSCLUB.COM - Total For Aquatics - Operations</i>			<i>\$21.96</i>
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SAMSCLUB.COM	City Council	Council meeting supplies	\$145.26
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<i>SAMSCLUB.COM - Total For City Council</i>			<i>\$145.26</i>
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SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$173.60
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SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$405.62
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<i>SAMSLUB.COM - Total For Fire-EMS Operations</i>			\$579.22
SAMSLUB.COM	Rec Center - Admin	LEGAL PAD, JR LEGAL PAD, CORRECTION TAPE	\$21.96
<i>SAMSLUB.COM - Total For Rec Center - Admin</i>			\$21.96
SAMSLUB.COM - ALL DEPARTMENTS			\$768.40

SELECT ADVANTAGE

SELECT ADVANTAGE	Public Safety Communication	communications supervisor assessment	\$220.00
<i>SELECT ADVANTAGE - Total For Public Safety Communications</i>			\$220.00
SELECT ADVANTAGE - ALL DEPARTMENTS			\$220.00

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$37.00
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$21.18
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$58.18
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$58.18

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	PAINT	\$67.06
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			\$67.06
SHERWIN-WILLIAMS COR	Refuse - Recycling	push wall project	\$270.03
<i>SHERWIN-WILLIAMS COR - Total For Refuse - Recycling</i>			\$270.03
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$337.09

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Items for resale	\$432.00
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			\$432.00
SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS			\$432.00

SHUTTERFLY

SHUTTERFLY	Police Administration	plaque for academy graduation	\$92.18
<i>SHUTTERFLY - Total For Police Administration</i>			\$92.18

SHUTTERFLY - ALL DEPARTMENTS

\$92.18

SMARSH, INC

SMARSH, INC	Information Services	Email Archiving	\$1,863.00
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<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,863.00</i>
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SMARSH, INC - ALL DEPARTMENTS

\$1,863.00

SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	Pop JPB	\$20.49
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SMITHS FOOD #4185	Regional Water Operations	Mandatory training mtg	\$9.98
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<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$30.47</i>
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SMITHS FOOD #4185 - ALL DEPARTMENTS

\$30.47

SNOMAX LLC

SNOMAX LLC	Hogadon - Operations	Snomax is a "snow inducer"	\$4,995.00
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<i>SNOMAX LLC - Total For Hogadon - Operations</i>			<i>\$4,995.00</i>
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SNOMAX LLC - ALL DEPARTMENTS

\$4,995.00

SOLIDSURFACE

SOLIDSURFACE	Balefill - Baler Processing	Supplies for Miller House Remodel	\$48.00
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<i>SOLIDSURFACE - Total For Balefill - Baler Processing</i>			<i>\$48.00</i>
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SOLIDSURFACE - ALL DEPARTMENTS

\$48.00

SPORTSMANS INTERNET

SPORTSMANS INTERNET	Fire-EMS Operations	Leatherman Raptor Shears (Partial cost of one p	\$83.99
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SPORTSMANS INTERNET	Fire-EMS Operations	Leatherman Raptor Shears (Part of total invoice)	\$167.98
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<i>SPORTSMANS INTERNET - Total For Fire-EMS Operations</i>			<i>\$251.97</i>
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SPORTSMANS INTERNET - ALL DEPARTMENTS

\$251.97

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Operations	Partial credit for sales tax on purchase of Leathe	(\$50.40)
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<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i>	<i>(\$50.40)</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS	(\$50.40)

SQ 307 POWERWASH SE

SQ 307 POWERWASH SE	Parks - Parks Maint.	Graffiti Removal	\$125.00
<i>SQ 307 POWERWASH SE - Total For Parks - Parks Maint.</i>			<i>\$125.00</i>
SQ 307 POWERWASH SE - ALL DEPARTMENTS			\$125.00

SQ FROSTED TOPS

SQ FROSTED TOPS	Police Administration	cake for academy graduation	\$342.00
<i>SQ FROSTED TOPS - Total For Police Administration</i>			<i>\$342.00</i>
SQ FROSTED TOPS - ALL DEPARTMENTS			\$342.00

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrician to wire new boiler at Marion Kreiner	\$393.43
SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrician to pull wires to get kitchen heaters r	\$403.80
<i>SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund</i>			<i>\$797.23</i>
SQ SUMMIT ELECTRIC - ALL DEPARTMENTS			\$797.23

SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Rec Center - Sports Programs	Outlet added to NC 1 for Pitching machine	\$168.50
<i>SQ WYATT ELECTRIC I - Total For Rec Center - Sports Programs</i>			<i>\$168.50</i>
SQ WYATT ELECTRIC I - ALL DEPARTMENTS			\$168.50

STAPLES

STAPLES	Balefill - Diversion & Special	Clip Boards for Special Waste	\$14.37
<i>STAPLES - Total For Balefill - Diversion & Special</i>			<i>\$14.37</i>
STAPLES	Cemetery	STATIONARY, OFFICE SUPPLY STAPLES CEMETER	\$49.97
<i>STAPLES - Total For Cemetery</i>			<i>\$49.97</i>
STAPLES	Hogadon - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$133.96
<i>STAPLES - Total For Hogadon - Admin</i>			<i>\$133.96</i>
STAPLES	Police Administration	cleaning products for fingerprinting	\$134.49

<i>STAPLES - Total For Police Administration</i>			<i>\$134.49</i>
STAPLES	WWTP Operations	Office supplies	\$89.88
<i>STAPLES - Total For WWTP Operations</i>			<i>\$89.88</i>
STAPLES - ALL DEPARTMENTS			\$422.67

STAPLES DIRECT

STAPLES DIRECT	Ice Arena - Operations	INK	\$124.99
<i>STAPLES DIRECT - Total For Ice Arena - Operations</i>			<i>\$124.99</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$124.99

STATE OF WY.

STATE OF WY.	Police Administration	White Notary	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$30.00</i>
STATE OF WY. - ALL DEPARTMENTS			\$30.00

STERLING

STERLING	Human Resources	Background Checks	\$176.76
<i>STERLING - Total For Human Resources</i>			<i>\$176.76</i>
STERLING - ALL DEPARTMENTS			\$176.76

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Fleet Maintenance Fund	83312 SAFETY INSPECTION OF ROPS SYSTEM	\$89.73
<i>STOTZ EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$89.73</i>
STOTZ EQUIPMENT	WWTP Operations	Grass chute for mower	\$93.04
<i>STOTZ EQUIPMENT - Total For WWTP Operations</i>			<i>\$93.04</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$182.77

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Refuse - Commercial	labor - truck barn	\$75.00
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Commercial</i>			<i>\$75.00</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$75.00

SUPERIOR INDUSTRIAL

SUPERIOR INDUSTRIAL	Fleet Maintenance Fund	Inspection	\$205.00
<i>SUPERIOR INDUSTRIAL - Total For Fleet Maintenance Fund</i>			<i>\$205.00</i>
SUPERIOR INDUSTRIAL	Traffic Control	Inspection	\$205.00
<i>SUPERIOR INDUSTRIAL - Total For Traffic Control</i>			<i>\$205.00</i>
SUPERIOR INDUSTRIAL	Water Tanks	SERVICE TRUCK CRANE INSPECTION - INSPECTIO	\$410.00
<i>SUPERIOR INDUSTRIAL - Total For Water Tanks</i>			<i>\$410.00</i>
SUPERIOR INDUSTRIAL - ALL DEPARTMENTS			\$820.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Rec Center - Sports Programs	Sod for Irrigation Leaks replacement	\$199.65
SUTHERLANDS 2219	Rec Center - Sports Programs	Pallet Deposit	(\$25.00)
<i>SUTHERLANDS 2219 - Total For Rec Center - Sports Programs</i>			<i>\$174.65</i>
SUTHERLANDS 2219	Regional Water Operations	Ice Melt	\$49.95
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$49.95</i>
SUTHERLANDS 2219	Water Distribution	paint & primer	\$11.58
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$11.58</i>
SUTHERLANDS 2219	Water Meters	paint for meters	\$27.93
<i>SUTHERLANDS 2219 - Total For Water Meters</i>			<i>\$27.93</i>
SUTHERLANDS 2219	Water Tanks	Heater & sawzall	\$35.98
<i>SUTHERLANDS 2219 - Total For Water Tanks</i>			<i>\$35.98</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$300.09

TACO BELL #23072

TACO BELL #23072	Regional Water Operations	JPB Lunch	\$42.98
<i>TACO BELL #23072 - Total For Regional Water Operations</i>			<i>\$42.98</i>
TACO BELL #23072 - ALL DEPARTMENTS			\$42.98

TETON STEEL

TETON STEEL	Parks - Parks Maint.	Wire for tying Snow Fence	\$120.00
<i>TETON STEEL - Total For Parks - Parks Maint.</i>			<i>\$120.00</i>
TETON STEEL - ALL DEPARTMENTS			\$120.00

THAI GOLD RESTAURANT

THAI GOLD RESTAURANT	Police Administration	meal while attending FBI meeting	\$17.47
<i>THAI GOLD RESTAURANT - Total For Police Administration</i>			<i>\$17.47</i>
THAI GOLD RESTAURANT - ALL DEPARTMENTS			\$17.47

THE ARC OF NATRONA C

THE ARC OF NATRONA C	Capital Projects Fund	1%#16 Funding The Arc of Natro	\$2,333.35
<i>THE ARC OF NATRONA C - Total For Capital Projects Fund</i>			<i>\$2,333.35</i>
THE ARC OF NATRONA C - ALL DEPARTMENTS			\$2,333.35

THE HOME DEPOT

THE HOME DEPOT	Balefill - Baler Processing	Floor Squeegee for Baler Building cleaning, and	\$65.94
<i>THE HOME DEPOT - Total For Balefill - Baler Processing</i>			<i>\$65.94</i>
THE HOME DEPOT	Capital Projects Fund	Supplies for Drill Tower Project	\$408.80
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			<i>\$408.80</i>
THE HOME DEPOT	Fire-EMS Operations	Hose bundle straps	\$23.91
THE HOME DEPOT	Fire-EMS Operations	Station Supplies	\$58.88
THE HOME DEPOT	Fire-EMS Operations	Station Supplies	\$44.52
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$127.31</i>
THE HOME DEPOT	Hogadon - Operations	Lodge supplies	\$41.89
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$10.52
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$52.41</i>
THE HOME DEPOT	Ice Arena - Operations	Player Bench Screws/Washers Ice Arena	\$104.38
THE HOME DEPOT	Ice Arena - Operations	Dryer Vent / Spray Foam / Brackets Ice Arena	\$61.02
THE HOME DEPOT	Ice Arena - Operations	Player Bench Anchors /Screws Ice Arena	\$34.42
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$199.82</i>
THE HOME DEPOT	Rec Center - Sports Programs	Home Depot- Zip Ties	\$46.29
<i>THE HOME DEPOT - Total For Rec Center - Sports Programs</i>			<i>\$46.29</i>
THE HOME DEPOT	Weed & Pest Fund	Office Supplies	\$49.89
THE HOME DEPOT	Weed & Pest Fund	Safety Gloves	\$89.85
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$139.74</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$1,040.31

THE SOLID WASTE ASSO

THE SOLID WASTE ASSO	Balefill - Diversion & Special	PUBLIC MEMBER ASSOCIATION	\$223.00
THE SOLID WASTE ASSO	Balefill - Diversion & Special	PUBLIC MEMBER ASSOCIATION	\$223.00
<i>THE SOLID WASTE ASSO - Total For Balefill - Diversion & Special</i>			\$446.00
THE SOLID WASTE ASSO - ALL DEPARTMENTS			\$446.00

THE UPS STORE

THE UPS STORE	Sewer Wastewater Collection	Shipping for CCTV repair	\$33.42
<i>THE UPS STORE - Total For Sewer Wastewater Collection</i>			\$33.42
THE UPS STORE - ALL DEPARTMENTS			\$33.42

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Fleet Maintenance Fund	BALANCE FORWARD	\$79.77
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$79.77
TOP OFFICE PRODUCTS	Parks - Parks Maint.	BALANCE FORWARD	\$79.78
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$79.78
TOP OFFICE PRODUCTS	Streets	BALANCE FORWARD	\$79.78
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$79.78
TOP OFFICE PRODUCTS	WWTP Operations	Printing/Copier Maintenance	\$163.70
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$163.70
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$403.03

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Share of seizures	\$2,770.90
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			\$2,770.90
TOWN OF MILLS - ALL DEPARTMENTS			\$2,770.90

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Car wash supplies	\$29.97
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			\$29.97
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$29.97

TRETO CONST.

TRETO CONST.	Capital Projects Fund	2020 Platte River Trails Repla	\$55,000.00
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$55,000.00</i>
TRETO CONST. - ALL DEPARTMENTS			\$55,000.00

TRIHYRO CORP.

TRIHYRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$261.75
TRIHYRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$968.75
<i>TRIHYRO CORP. - Total For Capital Projects Fund</i>			<i>\$1,230.50</i>
TRIHYRO CORP. - ALL DEPARTMENTS			\$1,230.50

TRISHA SORENSEN

TRISHA SORENSEN	Balefill - Baler Processing	labor	\$1,740.00
<i>TRISHA SORENSEN - Total For Balefill - Baler Processing</i>			<i>\$1,740.00</i>
TRISHA SORENSEN - ALL DEPARTMENTS			\$1,740.00

TRI-TECHNICAL SYSTEM

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

TST WYOMING RIB

TST WYOMING RIB	City Manager	Lunch Meeting	\$53.90
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$53.90</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$53.90

TWEED'S WHOLESALE

TWEED'S WHOLESALE	Rec Center - Operations	ice melt purple heat 15 below	\$378.36
TWEED'S WHOLESALE	Rec Center - Operations	hand soap green seal certified	\$487.38
TWEED'S WHOLESALE	Rec Center - Operations	ice melt	\$378.36
<i>TWEED'S WHOLESALE - Total For Rec Center - Operations</i>			<i>\$1,244.10</i>

TWEED'S WHOLESALE - ALL DEPARTMENTS

\$1,244.10

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Supplies	\$76.00
UNIFORMS 2 GEAR	Police Administration	RAIL LOCATING KEYS	\$134.75
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$210.75</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$210.75

UNITED 0162323657

UNITED 0162323657	Police Administration	airfare for pre hire background	\$406.20
<i>UNITED 0162323657 - Total For Police Administration</i>			<i>\$406.20</i>
UNITED 0162323657 - ALL DEPARTMENTS			\$406.20

UNITED 0162324332

UNITED 0162324332	Police Administration	itinerary change fee	\$51.00
<i>UNITED 0162324332 - Total For Police Administration</i>			<i>\$51.00</i>
UNITED 0162324332 - ALL DEPARTMENTS			\$51.00

UNITED RENTALS

UNITED RENTALS	Capital Projects Fund	Drill tower project	\$403.83
<i>UNITED RENTALS - Total For Capital Projects Fund</i>			<i>\$403.83</i>
UNITED RENTALS - ALL DEPARTMENTS			\$403.83

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$1,088.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$1,088.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$1,088.00

USPS PO 5715580945

USPS PO 5715580945	Customer Service	POSTAGE STAMPS	\$48.65
<i>USPS PO 5715580945 - Total For Customer Service</i>			<i>\$48.65</i>

USPS PO 5715580945	WWTP Operations	Certified mail	\$6.95
<i>USPS PO 5715580945 - Total For WWTP Operations</i>			<i>\$6.95</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$55.60

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Capital Projects Fund	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$71.50
<i>VCN NATRONAREALESTAT - Total For Capital Projects Fund</i>			<i>\$71.50</i>
VCN NATRONAREALESTAT	Water Administration	RECORDINGS DONE 10/08/20	\$184.30
<i>VCN NATRONAREALESTAT - Total For Water Administration</i>			<i>\$184.30</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$255.80

VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste Shipment	\$8,445.62
<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i>			<i>\$8,445.62</i>
VEOLIA ES TECHNICAL - ALL DEPARTMENTS			\$8,445.62

VERIZON WIRELESS

VERIZON WIRELESS	Water Meters	Monthly phone charge	\$64.94
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$64.94</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$64.94

VERMEER SALES & SERV

VERMEER SALES & SERV	Balefill - Diversion & Special	Screen Parts	\$289.75
<i>VERMEER SALES & SERV - Total For Balefill - Diversion & Special</i>			<i>\$289.75</i>
VERMEER SALES & SERV - ALL DEPARTMENTS			\$289.75

Vistaprint Corporate

Vistaprint Corporate	City Council	Credit for sales tax charged	(\$97.50)
<i>Vistaprint Corporate - Total For City Council</i>			<i>(\$97.50)</i>
Vistaprint Corporate - ALL DEPARTMENTS			(\$97.50)

VOLANCE LANGUAGE

VOLANCE LANGUAGE	Police Administration	Services	\$139.75
<i>VOLANCE LANGUAGE - Total For Police Administration</i>			<i>\$139.75</i>
VOLANCE LANGUAGE - ALL DEPARTMENTS			\$139.75

VZWRLSS IVR VB

VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION SERVICE VERIZON BACK	\$40.01
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>
VZWRLSS IVR VB	Sewer Wastewater Collection remote device data		\$74.06
<i>VZWRLSS IVR VB - Total For Sewer Wastewater Collection</i>			<i>\$74.06</i>
VZWRLSS IVR VB	WWTP Operations	TELECOMMUNICATION SERVICES	\$146.42
<i>VZWRLSS IVR VB - Total For WWTP Operations</i>			<i>\$146.42</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$260.49

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	Verizon Cell Phone Bill	\$1,480.37
VZWRLSS MY VZ VB P	Fire-EMS Administration	August Air Card Bill	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$1,600.40</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$1,600.40

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for October	\$76.17
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$76.17</i>
WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS			\$76.17

WALGREENS #7462

WALGREENS #7462	City Council	PPE 4 -Infrared Forehead Thermometer - Covid	\$69.99
<i>WALGREENS #7462 - Total For City Council</i>			<i>\$69.99</i>
WALGREENS #7462 - ALL DEPARTMENTS			\$69.99

WEAR PARTS INC

WEAR PARTS INC	Rec Center - Sports Programs	Bolts for Verti Drain	\$24.74
<i>WEAR PARTS INC - Total For Rec Center - Sports Programs</i>			<i>\$24.74</i>
WEAR PARTS INC	Traffic Control	Bolts, Nuts and washers for sign repair	\$223.05
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$223.05</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$247.79

WEF MAIN

WEF MAIN	Water Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$305.00
<i>WEF MAIN - Total For Water Administration</i>			<i>\$305.00</i>
WEF MAIN - ALL DEPARTMENTS			\$305.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	Goodstein Parking Electrical D	\$500.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$500.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$500.00

WESTCO

WESTCO	Rec Center - Sports Programs	Soil Samples/ Winterizer for Infields	\$375.65
<i>WESTCO - Total For Rec Center - Sports Programs</i>			<i>\$375.65</i>
WESTCO - ALL DEPARTMENTS			\$375.65

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Police Administration	investigation door keys	\$12.00
WESTERN WYOMING LOCK	Police Administration	replace door access to Records	\$311.00
<i>WESTERN WYOMING LOCK - Total For Police Administration</i>			<i>\$323.00</i>
WESTERN WYOMING LOCK - ALL DEPARTMENTS			\$323.00

WHARTON ASPHALT LLC

WHARTON ASPHALT LLC	Capital Projects Fund	Residential Crack Sealing	\$44,950.70
<i>WHARTON ASPHALT LLC - Total For Capital Projects Fund</i>			<i>\$44,950.70</i>
WHARTON ASPHALT LLC - ALL DEPARTMENTS			\$44,950.70

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Water Administration	SURVEYING TECH	\$1,156.93
<i>WLC ENGINEERING - SU - Total For Water Administration</i>			<i>\$1,156.93</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$1,156.93

WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Administration	Ink for F1 office printer	\$64.78
<i>WM SUPERCENTER - Total For Fire-EMS Administration</i>			<i>\$64.78</i>
WM SUPERCENTER	Metro Animal Shelter	cat food	\$24.20
WM SUPERCENTER	Metro Animal Shelter	dryer sheets	\$14.91
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$39.11</i>
WM SUPERCENTER	Police Federal Grants	replacement phone emergency assistance	\$59.88
<i>WM SUPERCENTER - Total For Police Federal Grants</i>			<i>\$59.88</i>
WM SUPERCENTER	Water Meters	Label maker tape	\$22.02
<i>WM SUPERCENTER - Total For Water Meters</i>			<i>\$22.02</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$185.79

WPSG, INC.

WPSG, INC.	Fire-EMS Operations	The Fire Store - Custom Leather Shield	\$72.50
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			<i>\$72.50</i>
WPSG, INC. - ALL DEPARTMENTS			\$72.50

WPY Completely IT

WPY Completely IT	Rec Center - Sports Programs	Team Sideline	(\$499.00)
<i>WPY Completely IT - Total For Rec Center - Sports Programs</i>			<i>(\$499.00)</i>
WPY Completely IT - ALL DEPARTMENTS			(\$499.00)

WPY Nunn Utility Loc

WPY Nunn Utility Loc	Buildings & Structures Fund	Electrical Utility locating services at City Hall	\$321.50
<i>WPY Nunn Utility Loc - Total For Buildings & Structures Fund</i>			<i>\$321.50</i>
WPY Nunn Utility Loc - ALL DEPARTMENTS			\$321.50

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Parks - Parks Maint.	Install network cables to war room	\$445.00
<i>WYOMING LOW VOLTAGE - Total For Parks - Parks Maint.</i>			<i>\$445.00</i>
WYOMING LOW VOLTAGE	Public Safety Communication Services		\$1,300.00
<i>WYOMING LOW VOLTAGE - Total For Public Safety Communications</i>			<i>\$1,300.00</i>
WYOMING LOW VOLTAGE - ALL DEPARTMENTS			\$1,745.00

WYOMING STATE BAR

WYOMING STATE BAR	City Attorney	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$355.00
WYOMING STATE BAR	City Attorney	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$405.00
<i>WYOMING STATE BAR - Total For City Attorney</i>			<i>\$760.00</i>
WYOMING STATE BAR - ALL DEPARTMENTS			\$760.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	CARDBOARD	\$9,325.20
<i>WYOMING STEEL & RECY - Total For Refuse - Recycling</i>			<i>\$9,325.20</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$9,325.20

WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Refuse - Residential	SQ TUBING JOURNEY ELEMENTARY SCHOOL CU	\$81.20
<i>WYOMING STEEL, RECYC - Total For Refuse - Residential</i>			<i>\$81.20</i>
WYOMING STEEL, RECYC - ALL DEPARTMENTS			\$81.20

XEROX CORPORATION/RB

XEROX CORPORATION/RB	Regional Water Operations	OFFICE Copier	\$202.49
<i>XEROX CORPORATION/RB - Total For Regional Water Operations</i>			<i>\$202.49</i>
XEROX CORPORATION/RB - ALL DEPARTMENTS			\$202.49

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Fire-EMS Administration	5 Year Preventive Maintenance for 6 AEDs	\$6,900.00
<i>ZOLL MEDICAL CORPORA - Total For Fire-EMS Administration</i>			<i>\$6,900.00</i>

ZOLL MEDICAL CORPORA - ALL DEPARTMENTS

\$6,900.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,893,871.22

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

Additional Accounts Payable

79

November 12, 2020

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

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Amending Chapter 9.40 of the Casper Municipal Code –
Offenses by or Against Minors – Article IV – Sale of Tobacco

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action type

Establish a Public Hearing and First Reading for December 1, 2020

Recommendation

That Council, by minute action, establish a Public Hearing and First Reading for December 1, 2020, regarding the proposed ordinance titled “An Ordinance Amending Chapter 9.40 of the Casper Municipal Code – Offenses by or Against Minors – Article IV – Sale of Tobacco.”

Summary

At the November 11, 2020, Work Session, Council discussed the proposed ordinance; find attached a copy of the proposed ordinance.

Effective July 1, 2020, Wyoming State Statutes prohibit the sale of nicotine products to persons under the age of twenty-one (21) years old, as well as the purchase, possession and use of products by persons under the age of twenty-one (21) years old. There are two areas of the Statute that are updated: (1) the Statute is more explicit in describing e-cigarettes and vaping – which has been updated in the ordinance; and (2) the age limit for lawful purchase of tobacco or nicotine products was increased from eighteen (18) years old to twenty-one (21) years old.

The purpose of the attached ordinance is to provide for consistency between the Wyoming Statutes and the Casper Municipal Code.

Financial Considerations

None

Oversight/Project Responsibility

City Attorney’s Office
Casper Police Department

Attachments

Proposed draft ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9.40 OF THE
CASPER MUNICIPAL CODE – OFFENSES BY OR AGAINST
MINORS – ARTICLE IV – SALE OF TOBACCO.

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

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

WHEREAS, effective July 1, 2020, Wyoming Statute §§ 14-3-301 *et. seq.*, prohibit the sale of nicotine and tobacco products to persons under twenty-one years old and the purchase, possession and use of tobacco and nicotine products by persons under twenty-one years of age; and

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

WHEREAS, the governing body of the City of Casper desires to update and amend the following Sections of Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco for the purpose of consistency between the State Statutes and the Casper Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following Sections of Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco, are hereby updated and amended as follows:

9.40.150 - Definitions.

A. “Electronic cigarette” means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. “Electronic cigarette” includes, without limitation any electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vapor pen and any similar product or device. “Electronic cigarette” does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States Food and Drug Administration under the Food, Drug and Cosmetic Act.

~~A.B.~~ “Tobacco products” means any substance containing tobacco leaf, or any product made or derived from tobacco that contains nicotine, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

C. "Nicotine products" means tobacco products and electronic cigarettes.

D. "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. Vapor material includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.

~~B-E.~~ "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses nicotine products or tobacco products.

(Ord. 54-00 § 1 (part), 2000)

9.40.160 - Prohibited sales or delivery.

A. No person shall sell, offer for sale, give away or deliver nicotine products or tobacco products to any person under the age of ~~eighteen~~twenty-one years. Nicotine products or ~~T~~tobacco products shall be, to the extent possible, kept behind a counter or otherwise made inaccessible to purchasers of the nicotine product or tobacco product, and control and access to the nicotine product or tobacco product in the business establishment shall be maintained by the retailer, his agent or employee.

B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve-month period; and five hundred dollars for third and subsequent offenses in any twelve-month period.

C. It is an affirmative defense to a prosecution under subsection A of this section that:

1. In the case of a sale, the person who sold the nicotine product or tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product or tobacco product as being over ~~eighteen~~twenty-one years of age; or
2. The nicotine product or tobacco product was given or delivered to the person under ~~eighteen~~twenty-one years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

(Ord. 54-00 § 1 (part), 2000)

9.40.170 - Posted notice required; location of vending machines.

A. Any person who sells nicotine products or tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products or tobacco products and on or upon every vending machine which offers nicotine products or tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products or tobacco products to persons under ~~eighteen~~ twenty-one years of age is prohibited by law.

- B. No person shall sell or offer nicotine products or tobacco products through a vending machine unless the vending machine is located in:
 - 1. Businesses, factories, offices or other places not open to the general public;
 - 2. Places to which persons under the age of ~~eighteen~~twenty-one -years of age are not permitted access; or
 - 3. Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under ~~eighteen~~twenty-one -years of age is prohibited.
- C. Any person violating subsection A or B of this section is guilty of a misdemeanor punishable by a fine of not more than one hundred dollars. Each day of continued violation shall be deemed a separate offense.

(Ord. 54-00 § 1 (part), 2000)

9.40.180 - Purchase by ~~minors~~underage persons prohibited.

- A. No person under the age of ~~eighteen~~twenty-one years shall purchase nicotine products or tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing nicotine products or tobacco products.
- B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.

(Ord. 54-00 § 1 (part), 2000)

9.40.190 - Possession or use by ~~minors~~underage persons prohibited.

- A. It is unlawful for any person under the age of ~~eighteen~~twenty-one -years to possess or use any nicotine products or tobacco products.
- B. Any person violating subsection A of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars for the first offense; two hundred dollars for the second offense in any twelve month period; and five hundred dollars for third and subsequent offenses in any twelve month period. Upon a conviction for violation of subsection A of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars for each hour of work performed.
- C. It is an affirmative defense to a prosecution under subsection A of this section that the defendant possessed or used the nicotine products or tobacco product in the home of, or under the direct supervision of, a parent or guardian.

(Ord. 54-00 § 1 (part), 2000)

PASSED on 1st reading the ____ day of _____, 2020

PASSED on 2nd 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

November 13, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Sale of the Former Beverly Street Ballfields Property

Meeting Type & Date:

Regular Council Meeting, December 1, 2020.

Action Type:

Establish Public Hearing

Recommendation:

That Council, by minute action, establish December 1, 2020 as the public hearing date for the terms of the sale and transfer of ownership of the real property, generally known as the “Former Beverly Street Ballfields Property” and more particularly described as: Lots 2 and 3, Highland Park Addition No. 6, City of Casper, Situated in the County of Natrona, State of Wyoming.

Summary:

A Request for Bid (RFB) was published in March 2020 for the City-owned properties north of Fire Station #3 on South Beverly Street. This same property was part of a previous RFB a year ago. One bid was received for this property from a South Dakota affordable housing developer for \$480,000. The 2019 appraised value on the property is \$1,255,000. The bid in 2019 was rejected by Council.


The City’s Housing Authority responded to the most recent RFB and submitted a bid of \$601,000 for a 60-unit affordable housing development, which will offer both affordable, and workforce housing, and fulfills a housing goal identified by Council. The bid met the required terms and conditions of the RFB. It was the only bid received. The RFB was published in the Casper Star-Tribune for three (3) consecutive weeks, and posted on the City website for a month with a corresponding press release.


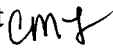
Financial Considerations: The Casper Housing Authority has applied to the Wyoming Community Development Authority (WCDA) for tax credits to build the low-income housing development, to be known as Liberty Square. The difference between the appraised price and the purchase price on their application will show as a donation by the City, which shows local governmental support of a tax credit/workforce housing project. The proceeds from the sale of this property would be deposited into the City’s Revolving Land Fund account. Staff pulled the deed on this property. It was *gifted* to the City of Casper in 1897 by President Grover Cleveland.

Oversight/Project Responsibility: Liz Becher, Community Development Director

Attachments: None.

November 2, 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 December 1, 2020, as the Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 11 from Partytime Inc. d/b/a Partytime Liquors, Located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, Located at 1335 South McKinley Street.

Meeting Type & Date
Regular Council Meeting
November 17, 2020

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish December 1, 2020 as the Public Hearing date for a transfer of ownership for retail liquor license No. 11 Partytime Inc, d/b/a Partytime Liquors located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, located at 1335 South McKinley Street.

Summary
An application has been received requesting a transfer of ownership for retail liquor license No. 11 Partytime Inc., d/b/a Partytime Liquors located at 1335 South McKinley Street to JJBB, LLC d/b/a Partytime Liquors, located at 1335 South McKinley Street.

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

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


Financial Considerations
No Financial Considerations


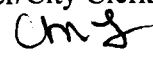
Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 4, 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 December 1, 2020, as the Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, Located at 4241 East 2nd Street

Meeting Type & Date
Regular Council Meeting
November 17, 2020

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish December 1, 2020 as the Public Hearing date for a transfer of ownership for retail liquor license No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, located at 4241 East 2nd Street.

Summary
An application has been received requesting a transfer of ownership for retail liquor license No. 17 L & L Liquors, Inc., d/b/a Liquor Shed, located at 4241 East 2nd Street.

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


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


Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

November 13, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Zone Change of Lots 3 and 4, Hembree Addition No. 2, from R-2 (One Unit Residential) to C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, November 17, 2020

Action Type:

Public hearing, and first reading on an ordinance

Recommendation:

That Council, by ordinance, approve a zone change of Lots 3 and 4, Hembree Addition No. 2, from R-2 (One Unit Residential) to C-2 (General Business).

Summary:

Application has been made for a zone change of two vacant lots located east of Robertson Road, and directly north of 2671 South Robertson Road. The subject lots are currently zoned R-2 (One Unit Residential), consist of two (2) platted lots (Lots 3 & 4, Hembree Addition No. 2), and encompass approximately 0.5-acres, in total. The property is entirely paved with asphalt, wedge-shaped, and ranges in lot depth from approximately 122-feet on the south side, to 50-feet on its north boundary. The applicants have requested C-2 (General Business) zoning in order to allow for the development of a drive-through and walk-up coffee/beverage/food service business.

- North – R-2 (One Unit Residential) – City of Casper owned property. Property is proposed for the construction of a pedestrian bridge landing for the Platte River trail;
- South – R-2 (One Unit Residential) – Single-family residential with approved City-issued Conditional Use Permit from 2009, allowing warehousing and light industrial/asphalt businesses;
- East (*opposite side of river from subject property*) – un-zoned – City of Casper owned property that was the former sewage lagoon for the Paradise Valley Water and Sewer District. Property is proposed for the construction of a pedestrian bridge landing for an extension of the Platte River trail;
- West – R-6 (Manufactured (Mobile) Home Park) – Green Valley Mobile Home Park, which was annexed to the City in 2019.

Land Use History of the Hembree Addition:

- 2000 - Natrona County Board of County Commissioners granted a Conditional Use Permit for the property to allow a 12'x16' drive through coffee shack. County staff report notes an existing "grandfathered" asphalt service business on the property as well.
- 2009 – Property was annexed as a single, 1.9-acre parcel (Hembree Addition) as a condition of the owners' request for City of Casper public utilities. Property was zoned AG (Urban Agriculture) initially, and a Conditional Use Permit was granted in conjunction with annexation in order to allow the existing asphalt business and storage/warehousing already located on the property.
- 2016 – Property was subdivided into four (4) lots (Hembree Addition No. 2), and rezoned to R-2 (One Unit Residential), in order to facilitate the sale of the portion of the property north of the home/business (Lot 5, Hembree Addition No. 2);
- June, 2016 – City purchased Lot 2, Hembree Addition No. 2 (northern-most lot) for use as a landing for a pedestrian bridge across the river;
- 2020 – Applicants purchased Lots 3 & 4, Hembree Addition No. 2.

Traffic Information:

- Robertson Road is City-maintained, and classified as a Minor Arterial street. It consists of one lane in each direction, and a center turn lane;
- Most recent traffic counts for this section of Robertson Road are as follows:
 - 2020 - 5,983 vehicles
 - 2017 – 7,117 vehicles
 - 2014 – 5,216 vehicles
 - 2013 – 4,327 vehicles
- Access: Two (2) existing curb cuts access onto Robertson Road. The south curb cut is a forty-foot wide, platted, shared-access-easement, located on the common lot line of Lots 4 and 5. The other curb cut is located adjacent to Lot three (3), to the north.

Zoning Information (*Existing and Proposed Designations*)

17.32.020 - Permitted uses. (*Allowed, by right, in the R-2 zoning district*)

Except as otherwise provided, in an R-2 district, no building, structure, or other land use shall be erected or used except for the following:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

17.68.020 - Permitted uses. *(Allowed, by right, in the C-2 zoning district)*

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

- 1. Animal clinics and animal treatment centers;
- 2. Apartments located within a business structure;
- 3. Arcades/amusement centers;
- 4. Assisted living;
- 5. Automobile park, sales area or service center;
- 6. Automobile service stations;
- 7. Banks, savings and loans, and finance companies;
- 8. Bars, taverns, retail liquor stores, and cocktail lounges;
- 9. Bed and breakfast;
- 10. Bed and breakfast homestay;
- 11. Bed and breakfast inn;
- 12. Business, general retail;
- 13. Chapels and mortuaries;
- 14. Churches;
- 15. Clubs or lodges;

16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. **Restaurants, cafes, and coffee shops;**
42. Retail business;
43. Sundry shops and specialty shops;

44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

Generation Casper Comprehensive Land Use Plan (2017)

The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the desired physical distribution of land uses, and forms the basis for future zoning and land use regulations found in the Municipal Code. According to the FLU, the subject property is located in an area designated as a "Neighborhood 2." Areas designated as Neighborhood 2 are typically characterized as single and multi-family residential neighborhoods.

Chapter Three (3) of the Plan provides principles and goals designed to implement the community's vision for Casper in the next 20-plus years. Principles and goals that have been listed in the plan, and that may be applicable to this requested zone change are as follows:

- Endless Character - Goal ECH1-2 – Commercial and Employment Space: Promote the redevelopment of underutilized commercial and industrial space to accommodate new uses. (Pg. 3-5)
- Distinctive Regional Hub - Goal RH2-1 – Regional Attractions: Increase Casper's attractiveness to tourists and regional shoppers by emphasizing the area's amenities, including riverfront retail and restaurants; rooftop patios and decks, cultural attractions; and Casper Mountain and North Platte River recreational opportunities. (Pg. 3-14)
- Distinctive Regional Hub - Goal RH2-4 – River Interaction: Transform the North Platte River into a meaningful part of the urban experience with activities and events and through encouraging riverfront cafes and restaurants to interact with

the River, as a way to grow local and regional tourism and increase length of stay. (Pg. 3-14)

- Undiscovered Quality of Life - Goal UQL2-2 – Mixed-Use Neighborhoods: Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood's integrity and identity through thoughtful design of signage, lighting, buffers, and parking. (Pg. 3-23)
- Undiscovered Quality of Life - Goal UQL2-5 – Public Places: Provide public places in each neighborhood through neighborhood parks, community gardens, and/or corner shops and cafes, which contribute to preserving small-town characteristics. (Pg. 3-23)
- Embracing the River - Goal ETR1-2 – River Redevelopment: Encourage the development of land adjacent to the river to address the demand for urban living and services with nearby natural amenities and river views. (Pg. 3-26)
- Embracing the River - Goal ETR2-4 – Riverfront Destinations: Encourage the development of commercial properties and additional structures and utilities that support restaurants and retail, and temporary commercial businesses. (Pg. 3-29)

Summary

Although the zone change of the subject property was not foreseen or anticipated in the Future Land Use (FLU) element of the Comprehensive Land Use Plan, there are numerous principles and goals found in the Plan that do support the zone change, and the ultimate commercial development of the property, in furtherance of the six (6) overall visions (Pg. 3-3), which are:

- **Endless Character** – Casper will cultivate a dynamic, welcoming community with growth and *redevelopment* based in best practices and history that set the stage for a vibrant future;
- **Vibrant Urban Center** – Casper will work to realize untapped potential and foster a vast network of entrepreneurs to support a thriving Downtown and Old Yellowstone District with unique character that anchors the community;
- **Distinctive Regional Hub** – Casper will embrace strong relationships between education and industry to retain talent, promote *business-friendly policies*, and cultivate incubators aimed at fostering *fresh ideas and allowing small businesses to make their mark on Casper*;
- **Enhanced Connectivity** – Casper will offer transportation choices through safe, reliable streets and a bike and pathway network that connect all residents to their destinations through a variety of traditional and emerging transportation modes;

- **Embracing the River** – Casper will *engage the world-class North Platte River and a network of trails that are visually and physically linked to commercial centers to foster economic opportunities*;
- **Undiscovered Quality of Life** – Casper will be comprised of creative, safe, *family-friendly neighborhoods and gathering areas* where all residents and visitors can enjoy rich culture, stunning vistas, vast open spaces, recreational opportunities, and big city amenities.

The Planning and Zoning Commission unanimously voted to support the zone change after a public hearing on October 15, 2020. There were no public comments either for or against the case. A legal notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Liz Becher, Community Development Director, is processing this zone change

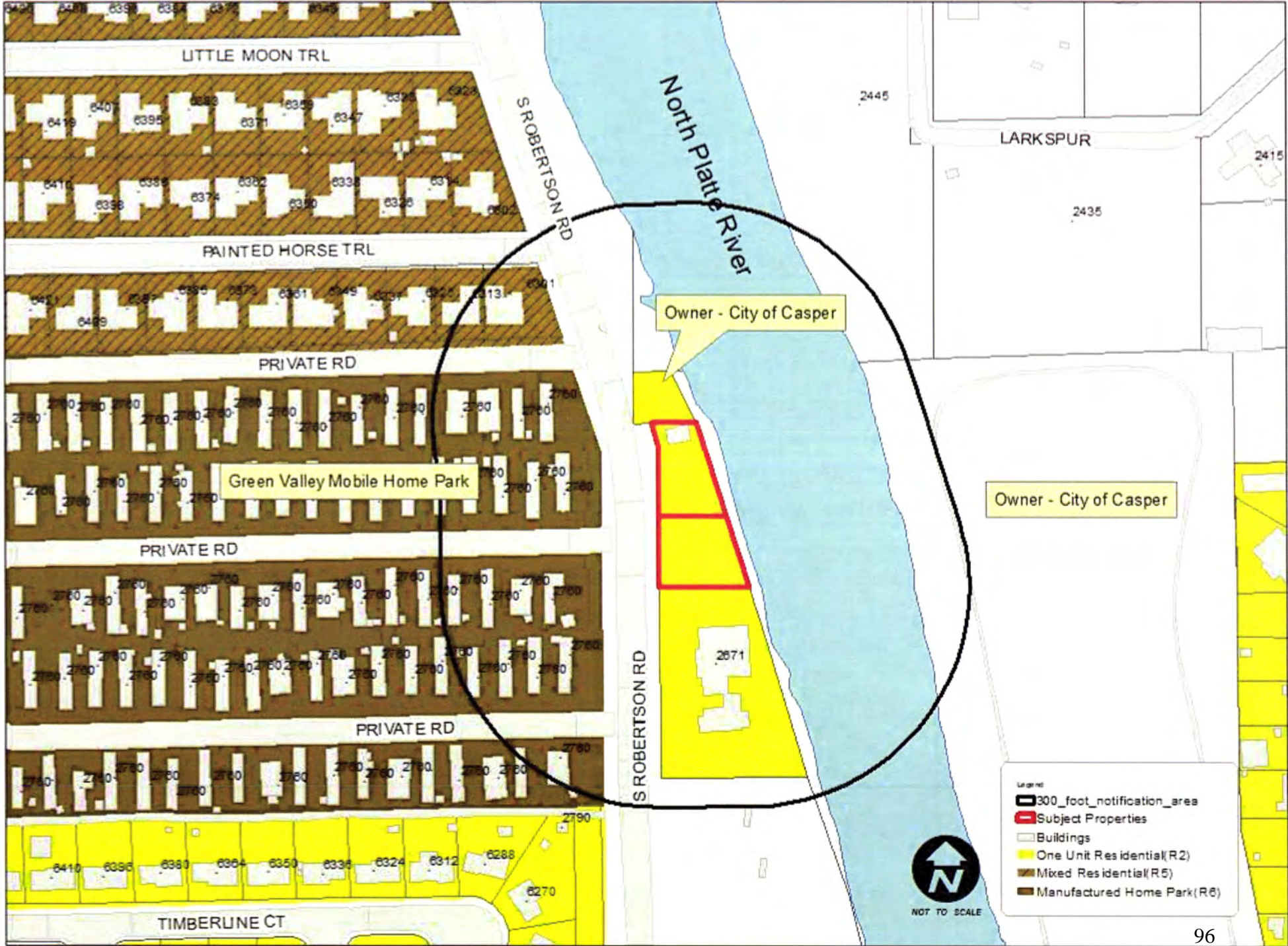
Attachments:

Location Map

Zoning Map

Ordinance

Proposed Rezone - Lots 3 & 4, Hembree Addition No. 2



ORDINANCE NO. 25-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 3 AND 4, HEMBREE ADDITION NO. 2 IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone Lots 3 and 4, Hembree Addition No. 2, located east of Robertson Road, and directly north of 2671 South Robertson Road, from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on October 15, 2020, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 3 and 4, Hembree Addition No. 2, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

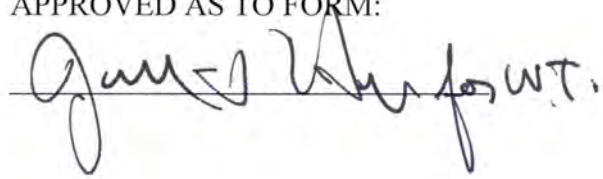
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur Tremel", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 13, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Vacation and Replat
Creating Mesa Del Sol IV Addition, and the associated Subdivision Agreement

Meeting Type & Date:

Regular Council Meeting, November 17, 2020

Action Type:

Public Hearing, and First Reading on Ordinance

Recommendation:

That Council, by ordinance, approve a vacation and replat creating Mesa Del Sol IV Addition, and the associated Subdivision Agreement.

Summary:

Mesa 3, Inc. has applied to vacate and replat the Mesa Del Sol III Addition, to create Mesa Del Sol IV Addition. The area involved in the replat is approximately 12-acres, undeveloped, and is zoned R-4 (High Density Residential). The replat is vacating and consolidating previously platted residential lots into two (2) newly configured lots. In that, platted public streets are being vacated and realigned; a condition has been included in the Subdivision Agreement requiring signed easement releases from all utility companies prior to the recording of the plat.

The Planning and Zoning Commission unanimously voted to support the plat after a public hearing on October 15, 2020. There were no public comments either for or against the case. A legal notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

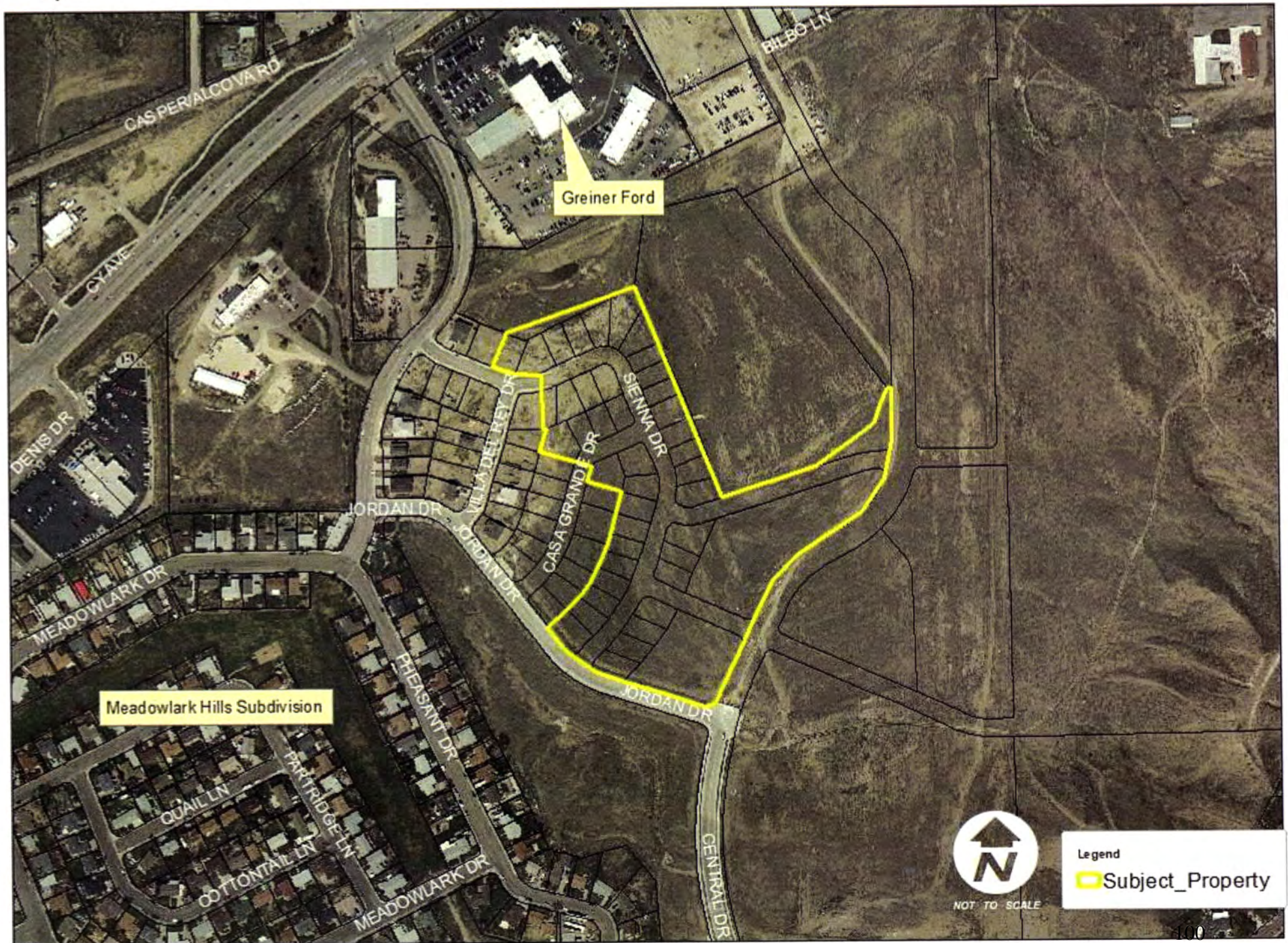
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is processing this vacation and replat

Attachments:

Location Map
Plat
Ordinance
Subdivision Agreement

Proposed Mesa Del Sol III Aerial Map

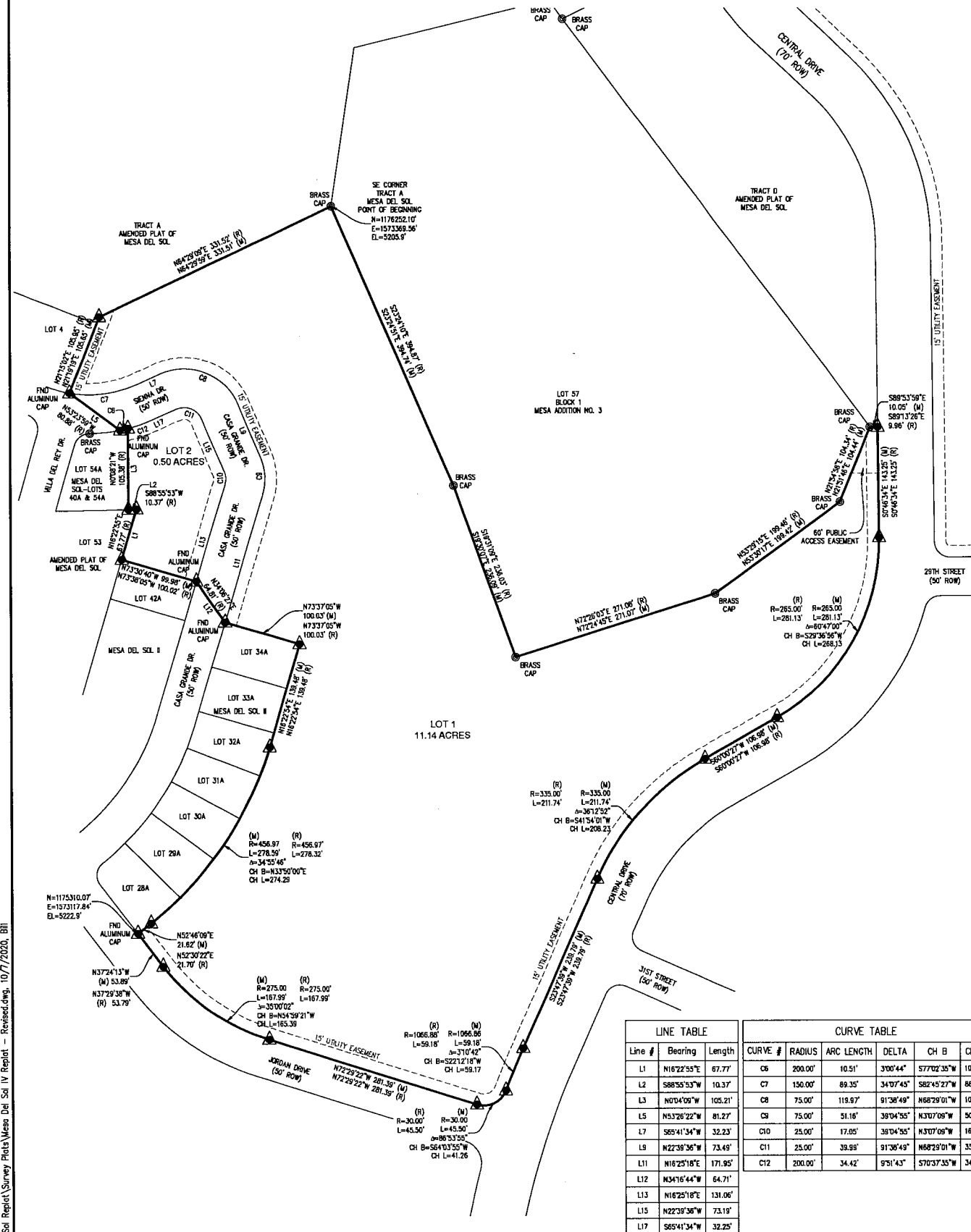


M:\Land 2020\Surveying\20-139 Mesa Del Sol\Report\Survey\Plate\Mesa Del Sol IV Report - Revised.dwg, 10/7/2020, BJI



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

0 80' 160'
SCALE: 1" = 80'



LINE TABLE			CURVE TABLE				
Line #	Bearing	Length	CURVE #	RADIUS	ARC LENGTH	DELTA	CH B
L1	N16°22'55"E	67.77	C6	200.00'	10.51'	3°00'44"	S77°02'35"W
L2	S88°55'53"W	10.37	C7	150.00'	89.35'	34°07'45"	S82°45'27"W
L3	N07°04'09"W	105.21'	C8	75.00'	115.97'	91°36'49"	N68°29'01"W
L5	N53°26'22"W	81.27	C9	75.00'	51.16'	39°04'55"	N37°07'09"W
L7	S65°41'34"W	32.23	C10	25.00'	17.05'	38°04'55"	N37°07'09"W
L9	N22°39'36"W	73.49'	C11	25.00'	39.99'	91°36'49"	N68°29'01"W
L11	N16°25'18"E	171.95'	C12	200.00'	34.42'	9°51'43"	S70°37'35"W
L12	N34°16'44"W	64.71'					
L13	N16°25'18"E	131.06'					
L15	N22°39'36"W	73.19'					
L17	S65°41'34"W	32.25'					

CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF NATRONA } SS

THE UNDERSIGNED, MESA NO. 3, LLC, WHOLLY OWNED BY RICOR PROPERTIES, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE WITHIN THE S&E½ OF SECTION 18, T.33N., R.79W., 6TH P.M., BEING A VACATION AND REPLAT OF MESA DEL SOL III ADDITION AND LOT 40A OF THE MESA DEL SOL - LOTS 40A AND 54A ADDITION TO THE CITY OF CASPER, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF THE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF TRACT A OF THE AMENDED PLAT OF MESA DEL SOL, AND THE NORTHWESTERLY CORNER OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S23°24'51"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 394.74 FEET, MONUMENTED BY A BRASS CAP;

THENCE S19°30'07"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 236.09 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 57, MONUMENTED BY A BRASS CAP;

THENCE N72°24'45"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 271.07 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N53°35'17"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 199.42 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N21°51'46"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID LOT 57, BLOCK 1, MESA ADDITION NO. 3, A DISTANCE OF 104.44 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 57, THE SOUTHWEST CORNER OF TRACT O, AMENDED PLAT OF MESA DEL SOL, AND THE NORTHERLY CORNER OF MESA DEL SOL III, MONUMENTED BY A BRASS CAP;

THENCE S89°53'59"E, ALONG THE NORTHERLY LINE OF MESA DEL SOL III AND THE SOUTHERLY LINE OF SAID TRACT O, MESA DEL SOL, A DISTANCE OF 10.05 FEET TO THE NORTHERLY CORNER OF MESA DEL SOL III AND THE SOUTHEASTERLY CORNER OF SAID TRACT O, LOCATED ON THE WEST LINE OF CENTRAL DRIVE, MONUMENTED BY A BRASS CAP;

THENCE S00°46'34"E, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 143.25 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, THROUGH A CENTRAL ANGLE OF 60°47'00", A DISTANCE OF 281.13 FEET, HAVING A CHORD BEARING OF S29°30'50"W, A DISTANCE OF 268.13 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S60°00'27"W, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 106.98 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 36°12'52", A DISTANCE OF 211.74 FEET, HAVING A CHORD BEARING OF S41°54'01"W, A DISTANCE OF 208.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S23°47'39"W, ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE, A DISTANCE OF 239.79 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 1066.86 FEET, THROUGH A CENTRAL ANGLE OF 03°10'42", A DISTANCE OF 59.18 FEET, HAVING A CHORD BEARING OF S22°12'18"W, A DISTANCE OF 59.17 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE EAST LINE OF MESA DEL SOL III AND THE WEST LINE OF CENTRAL DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°53'55", A DISTANCE OF 45.50 FEET, HAVING A CHORD BEARING OF S64°03'55"W, A DISTANCE OF 41.26 FEET TO THE END OF CURVE, LOCATED ON THE NORTHERLY LINE OF JORDAN DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N72°29'22"W, ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE, A DISTANCE OF 281.39 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 35°00'02", A DISTANCE OF 167.99 FEET, HAVING A CHORD BEARING OF N54°59'21"W, A DISTANCE OF 165.39 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N37°24'13"W, ALONG THE SOUTHERLY LINE OF MESA DEL SOL III AND THE NORTHERLY LINE OF JORDAN DRIVE, A DISTANCE OF 53.89 FEET, TO THE SOUTHWEST CORNER OF MESA DEL SOL II, AND THE SOUTHEASTERLY CORNER OF LOT 28A, MESA DEL SOL II, MONUMENTED BY A BRASS CAP;

THENCE N52°46'09"E, ALONG THE WESTERLY LINE OF MESA DEL SOL II AND THE EASTERLY LINE OF SAID LOT 28A, MESA DEL SOL II, A DISTANCE OF 21.62 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE WESTERLY LINE OF MESA DEL SOL II AND THE EASTERLY LINE OF LOTS 28A THROUGH 32A, MESA DEL SOL II, AND A CURVE TO THE LEFT HAVING A RADIUS OF 456.97 FEET, THROUGH A CENTRAL ANGLE OF 34°55'46", A DISTANCE OF 278.59 FEET, HAVING A CHORD BEARING OF N33°50'00"E, A DISTANCE OF 274.28 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N16°22'54"E, ALONG THE WESTERLY LINE OF MESA DEL SOL II AND THE EASTERLY LINE OF LOTS 32A THROUGH 34A, A DISTANCE OF 138.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 34A, MONUMENTED BY A BRASS CAP;

THENCE N73°37'05"W, ALONG THE NORTH LINE OF SAID LOT 34A, A DISTANCE OF 100.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 34A, LOCATED ON THE EAST LINE OF CASA GRANDE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N34°16'44"W, ACROSS CASA GRANDE DRIVE, A DISTANCE OF 64.71 FEET TO THE NORTHEAST CORNER OF LOT 42A, MESA DEL SOL II, LOCATED ON THE WEST SIDE OF CASA GRANDE DRIVE, MONUMENTED BY A BRASS CAP;

THENCE N73°30'40"W, ALONG THE NORTH LINE OF SAID LOT 42A, A DISTANCE OF 99.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 42A, MONUMENTED BY A BRASS CAP;

THENCE N18°22'55"E, ALONG THE WEST LINE OF MESA DEL SOL III AND THE EAST LINE OF LOT 53, AMENDED PLAT OF MESA DEL SOL, A DISTANCE OF 67.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 53, MONUMENTED BY A BRASS CAP;

THENCE S08°55'53"W, ALONG THE SOUTH LINE OF MESA DEL SOL III AND THE NORTH LINE OF SAID LOT 53, A DISTANCE OF 10.37 FEET TO THE SOUTHEAST CORNER OF LOT 54A, MESA DEL SOL - LOTS 40A AND 54A, MONUMENTED BY A BRASS CAP;

THENCE N00°04'09"W, ALONG THE EAST LINE OF SAID LOT 54A, A DISTANCE OF 105.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 54A, LOCATED ON THE SOUTH LINE OF SIENNA DRIVE, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 54A AND A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 03°00'44", A DISTANCE OF 10.51 FEET, HAVING A CHORD BEARING OF S77°02'35"W, A DISTANCE OF 10.51 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N53°28'22"W, ACROSS SIENNA DRIVE, A DISTANCE OF 81.27 FEET TO THE SOUTHWEST CORNER OF MESA DEL SOL III AND THE SOUTHEAST CORNER OF LOT 4, AMENDED PLAT OF MESA DEL SOL, MONUMENTED BY A BRASS CAP;

THENCE N21°19'19"E, ALONG THE WEST LINE OF MESA DEL SOL III AND THE EAST LINE OF SAID LOT 4, A DISTANCE OF 105.65 FEET TO THE NORTHWEST CORNER OF MESA DEL SOL III, THE NORTHWEST CORNER OF SAID LOT 4 AND THE SOUTHWEST CORNER OF TRACT A, AMENDED PLAT OF MESA DEL SOL, MONUMENTED BY A BRASS CAP;

THENCE N64°29'59"E, ALONG THE NORTH LINE OF MESA DEL SOL III AND THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 331.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12.15 ACRES MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "MESA DEL SOL IV ADDITION" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "15' WIDE UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE EASEMENT LOCATED IN THE NORTHEAST CORNER OF THIS PARCEL LABELED "60' PUBLIC ACCESS EASEMENT" IS HEREBY DEDICATED TO THE PUBLIC AS AN ACCESS TO LOT 57, BLOCK 1, MESA ADDITION NO. 3. SIENNA DRIVE AND CASA GRANDE DRIVE, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC. ALL OTHER STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

RICOR PROPERTIES, LLC
P.O. Box 50730
CASPER, WYOMING 82605

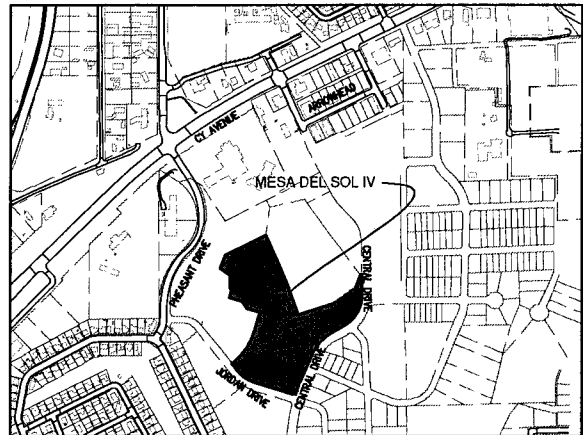
JOHN JOHNSON - MANAGING MEMBER OF
RICOR PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN JOHNSON, MANAGING MEMBER OF RICOR PROPERTIES, LLC, SOLE AND MANAGING MEMBER OF MESA NO. 3, LLC, THIS
DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
NO SCALE

APPROVALS

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

THIS _____ DAY OF _____, 2020.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:339,017.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°39'41.22", AND THE COMBINED FACTOR IS 0.99976656.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION AND REPLAT OF
MESA DEL SOL III ADDITION
AND LOT 40A OF
MESA DEL SOL - LOTS 40A & 54A
AS
MESA DEL SOL IV ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE S½ SE¼
OF SECTION 18 T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
AUGUST, 2020

MESA DEL SOL IV SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Mesa 3, LLC, PO Box 50730, Casper, Wyoming 82605, ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of the Mesa Del Sol III Addition to create Mesa Del Sol IV Addition, located at the intersection of Jordan and Central Drives.
- C. A plat of Mesa Del Sol IV Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Miscellaneous Requirements:

- a. Prior to recording the approved plat, executed easement releases shall be provided to the City, from all utility companies, for the vacation and realignment of previously platted streets.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

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

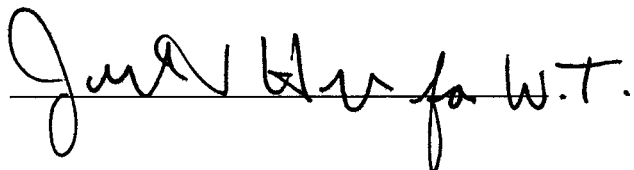
Mesa 3, LLC
PO Box 50730
Casper, Wyoming 82605

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "J. N. Bluff for W.T.", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Mesa 3, LLC

By: _____

By: *John D. Bannon*

Printed Name: _____

Printed Name: JOHN D. BANNON

Title: _____

Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 30th day of October, 2020, by John Johnson,
Managing member of Mesa 3, LLC. as

(Seal, if any)



[Signature]
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3-29-24]

ORDINANCE NO. 26-20

AN ORDINANCE APPROVING THE MESA DEL SOL IV SUBDIVISION AGREEMENT AND THE VACATION AND REPLAT CREATING MESA DEL SOL IV ADDITION

WHEREAS, an application has been made to vacate and replat Mesa Del Sol III Addition, located at the intersection of Jordan and Central Drives, to create the Mesa Del Sol IV Addition, comprising 12-acres, more or less; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and,

WHEREAS, the vacation and replat requires approval by ordinance, following a City Council public hearing; and,

WHEREAS, a written subdivision agreement will be executed between the City of Casper and the property owner, Mesa 3, Inc., which will be approved with the vacation and replat upon third reading of this ordinance; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Mesa Del Sol IV Addition Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Mesa Del Sol IV Addition is hereby approved under terms and conditions of the Mesa Del Sol IV Addition Subdivision Agreement.

SECTION 3:

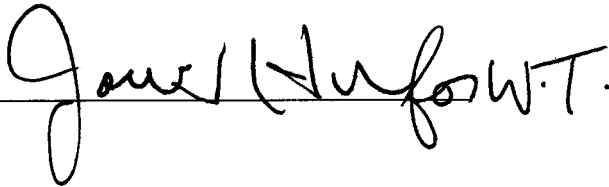
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 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

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 13, 2020

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Plat Creating the Kinco Addition No. 2, and the associated Subdivision Agreement

Meeting Type & Date:

Regular Council Meeting, November 17, 2020

Action Type:

Public Hearing, and First Reading on Ordinance

Recommendation:

That Council, by ordinance, approve a plat creating Kinco Addition No. 2, and the associated Subdivision Agreement.

Summary:

Wade Kindel has applied to plat 0.77-acres, more or less, to create the Kinco Addition No. 2, located at 813 North Elma Street. The subject property was formerly described as Block 44 of the North Casper Addition No. 2; however, Block 44 was vacated, and the property is now unplatted. The property is zoned C-2 (General Business) and is occupied by commercial/industrial structures. The applicant is planning to develop an additional commercial structure on the property, which necessitated the platting of the property. Prior to any development taking place on the property, a site plan application will be required.

The Planning and Zoning Commission unanimously voted to support the plat after a public hearing on October 15, 2020. There were no public comments either for or against the case. A legal notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is processing this plat

Attachments:

Location Map

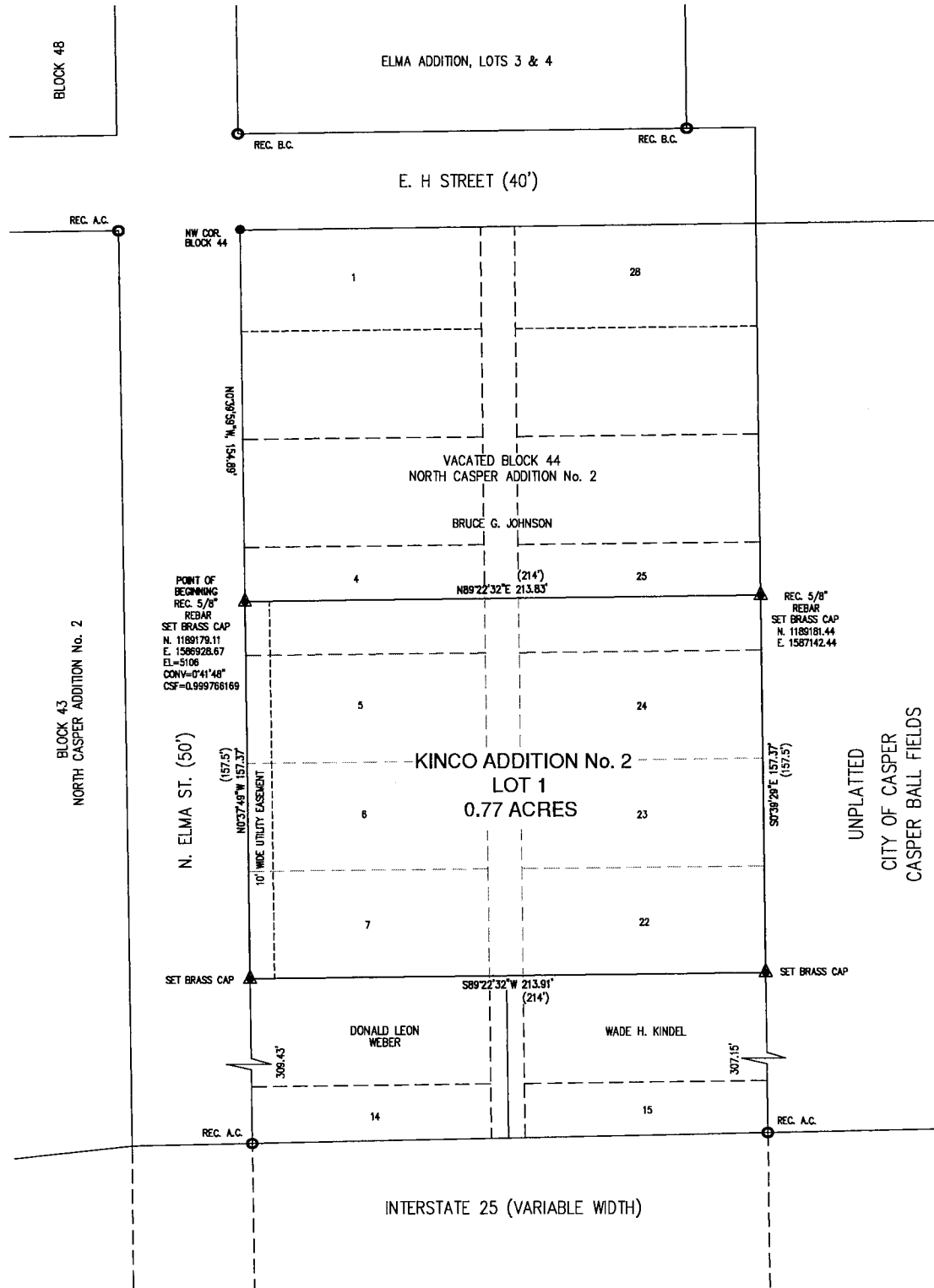
Plat

Ordinance

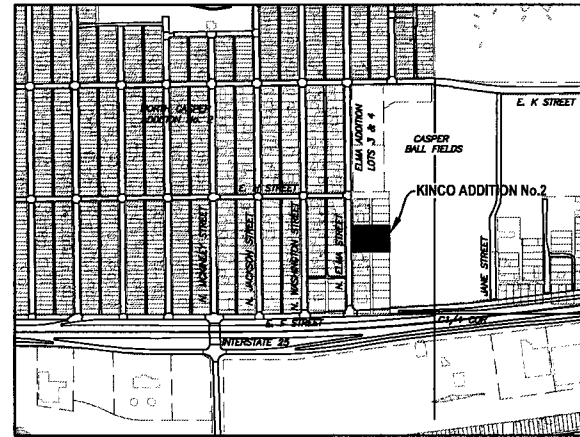
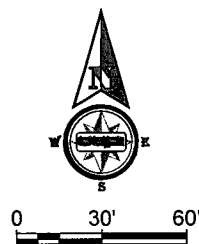
Aerial Map - Proposed Kinco Addition



W:\Land 2020\Surveying\20-241 KINCO PROPERTIES RE-PLAT\Survey\Plat\20-241 KINCO PROPERTIES.dwg, 9/7/20, Survey



- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED
- MEASURED S89°25'57"E, 615.23'
RECORDED (S89°25'57"E, 615.23')



VICINITY MAP
NO SCALE

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2020.

ATTEST:

SECRETARY

CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST:

CITY CLERK

MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:200,622.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD83/2011
3. DISTANCES ARE GROUND.
4. ELEVATIONS HEREON ARE BASED ON NAVD83 DATUM AND ARE NOT INTENDED TO BE USED AS A BENCHMARK.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }SS

I, STEVEN J. GRANGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 15092, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN J. GRANGER
THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA }SS

THE UNDERSIGNED, WADE H. KINDEL DO HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND: A PARCEL OF LAND SITUATE IN THE SE1/4NW1/4, OF SECTION 3, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO BEING THE SOUTH 22.5 FEET OF LOTS 4 AND 25, AND ALL OF LOTS 5, 6, 7, 22, 23 AND 24, AND THE ALLEY SEPARATING SAID LOTS AND PORTIONS OF LOTS, BEING IN VACATED BLOCK 44, OF NORTH CASPER ADDITION No. 2, TO THE CITY OF CASPER, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, ALSO BEING THE NORTHWEST CORNER OF THE SOUTH 22.5 FEET OF LOT 4, OF VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, TO THE CITY OF CASPER, WYOMING, AND A POINT IN THE EASTERLY LINE OF N. ELMA STREET, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, BEARS N.0°39'59"W., 154.89 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N.89°22'32"E., 213.83 FEET TO THE NORTHEAST CORNER OF SAID PARCEL ALSO BEING THE NORTHEAST CORNER OF THE SOUTH 22.5 FEET OF LOT 25, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S.0°38'29"E., 157.36 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, ALSO BEING THE SOUTHEAST CORNER OF LOT 22, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S.89°22'32"W., 213.91 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 7, OF SAID VACATED BLOCK 44, NORTH CASPER ADDITION No. 2, AND A POINT IN THE EASTERLY LINE OF SAID N. ELMA STREET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND EASTERLY LINE OF SAID N. ELMA STREET, N.0°37'49"W., 157.36 FEET TO THE POINT OF BEGINNING, AND SAID PARCEL CONTAINING 0.77 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES THAT HAVE BEEN LEGALLY ACQUIRED.

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

WADE H. KINDEL
BOX 51551
CASPER, WYOMING 82605

WADE KINDEL - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WADE KINDEL, MANAGING MEMBER OF KINCO INVESTMENTS, LLC THIS _____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

PLAT OF
KINCO ADDITION No. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE SE1/4NW1/4
SECTION 3, T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING

KINCO ADDITION NO. 2 SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wade H. Kindel, Box 51551, Casper, Wyoming 82605, ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for final plat approval of the Kinco Addition No. 2, a portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 813 North Elma Street, and comprising 0.77-acres, more or less.
- C. A plat of Kinco Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

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

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

Wade H. Kindel
Box 51551
Casper, Wyoming 82605

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

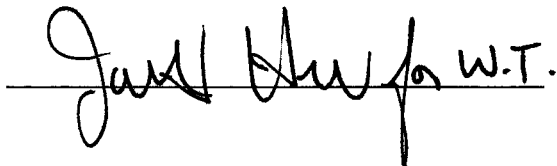
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this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

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

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

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

APPROVED AS TO FORM:

 W.T.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

OWNER

Wade H. Kindel

By:  _____

Printed Name: Wade Kindel

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

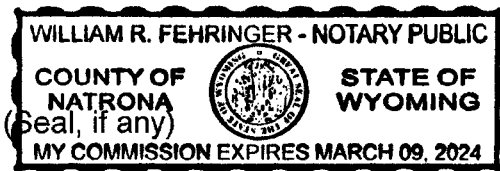
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 12th day of November, 2020, by Wade H. Kindel as the property owner of the Kinco Addition No. 2.



William R Fehringer
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 3-9-24]

ORDINANCE NO. 27-20

AN ORDINANCE APPROVING THE KINCO ADDITION NO. 2
SUBDIVISION AGREEMENT AND THE FINAL PLAT
CREATING KINCO ADDITION NO. 2.

WHEREAS, an application has been made to plat a portion of SE1/4NW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 813 North Elma Street, and comprising 0.77-acres, more or less, to create the Kinco Addition No. 2 (the “plat”); and,

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

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

WHEREAS, a written subdivision agreement will be executed between the City of Casper and the property owner, Wade Kindel, which will be approved with the plat upon third reading of this ordinance; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Kinco Addition No. 2 Subdivision Agreement.

SECTION 2:

That the final plat creating the Kinco Addition No. 2 is hereby approved under terms and conditions of the Kinco Addition No. 2 Subdivision Agreement.

SECTION 3:

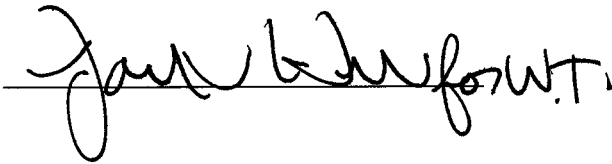
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur Tremel", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 5, 2020

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

FROM: John Henley, City Attorney *JH*
Wallace Trembath, III, Deputy City Attorney *W.T.*

SUBJECT: An Ordinance Amending Ordinance No. 11-11, which granted a Franchise to SourceGas Distribution, LLC.

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action type

Public Hearing and First Reading for November 17, 2020.

Recommendation

That Council approve, after three readings, the proposed Amendment to Ordinance No. 11-11.

Summary

On March 1, 2011, City Council approved Ordinance No. 11-11, which granted a franchise to SourceGas Distribution, LLC (SourceGas). The franchise was granted for a period of ten years, expiring in March of 2021. Black Hills Wyoming Gas, LLC, is the successor in interest to the SourceGas franchise. The City and Black Hills Wyoming Gas, LLC., recommend extending the current franchise by ordinance amendment, instead of negotiating a new franchise. The attached proposed ordinance amendment would maintain the material terms of the franchise, except it would extend the franchise for an additional twenty (20) years.

Financial Considerations

Potential loss of franchise revenue if the current franchise expires. In the last twelve months, the City has received \$682,320 in franchise revenue from Black Hills Wyoming Gas, LLC.

Oversight/Project Responsibility

City Manager's Office
City Attorney's Office
Financial Services

Attachments

Proposed Ordinance Amendment

ORDINANCE NO. 28-20

AN ORDINANCE AMENDING ORDINANCE NO. 11-11, AN ORDINANCE GRANTING TO SOURCEGAS DISTRIBUTION LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITH THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF CASPER, WYOMING; FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE; AND, REPEALING ORDINANCE NOS. 20-00 AND 16-04.

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

WHEREAS, on March 1, 2011, City Council approved Ordinance No. 11-11, which granted a Franchise to SourceGas Distribution, LLC, a Delaware Limited Liability Company (hereafter SourceGas); and,

WHEREAS, Black Hills Utility Holdings, Inc. acquired SourceGas in 2015 operating the utility under the name Black Hills Gas Distribution, LLC d/b/a Black Hills Energy; and

WHEREAS, Black Hills Gas Distribution, LLC transferred its Wyoming natural gas utility assets to its affiliate Black Hills Gas Distribution Wyoming, LLC in June of 2019; and

WHEREAS Black Hills Gas Distribution Wyoming, LLC was merged with and into Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy; and,

WHEREAS, the City of Casper and Black Hills Wyoming Gas, LLC, wish to extend the Franchise term, established by Ordinance 11-11, an additional twenty (20) years, for a total term of thirty (30) years.

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

SECTION 1:

The party identified in Ordinance No. 11-11 as "SourceGas Distribution LLC, a Delaware Limited Liability Company", and "Franchisee" was purchased by Black Hills Utility Holdings, Inc. which subsequently transferred all interests in the Wyoming natural gas utility to Black Hills Wyoming Gas, LLC. Black Hills Wyoming Gas, LLC, is the successor in interest and the party name is updated as such.

SECTION 2:

SECTION 3. TERM. of Ordinance No. 11-11 is amended, and replaced to read as follows:

The right and authority herein granted shall continue for a period of thirty (30) years from and after the date of final passage of this Agreement (Ordinance), subject to the City's right to renegotiate the franchise fee as described in Section 5.d. below.

SECTION 3:

The first sentence of SECTION 5. FRANCHISE FEE AND PERMITTING, paragraph (d) is amended to read as follows:

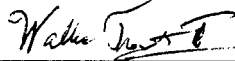
The City reserves the right to renegotiate the franchise fee up to and no more than six times during the thirty (30) year term of this Agreement, subject to the following limitations.

PASSED on 1st reading the _____ day of _____, 2020.

PASSED on 2nd 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

ORDINANCE NO. 20-20

AN ORDINANCE AMENDING SECTION 13.32.030 OF CHAPTER 13.32 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER – SEWER DISCHARGE REGULATIONS.

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater service; and,

WHEREAS, Chapter 13.32 of the Casper Municipal Code needs to be amended to comply with pollution limitations required by the Environmental Protection Agency regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.32 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Section 13.32.030 Specific pollutant limitations designated--Local limits shall be amended to read as follows:

13.32.030 Specific pollutant limitations designated--Local limits.

- A. Local Limits that can be accepted **FROM SIGNIFICANT INDUSTRIAL USERS** at the POTW for treatment in accordance with guidance established by federal law is limited to:

Pollutant	Local Limits (mg/L)
Arsenic	5.984 6.42
Cadmium	1.20 3.48
Chromium Total	98.20 39.44
Copper	98.98 27.66
Lead	39.41 6.84
Molybdenum	8.77 4.11
Nickel	41.75 20.49
Selenium	7.97 3.08
Silver	45.66 18.08
Zinc	99.61 43.60
Mercury	1.02 0.49

- B. Any other specific pollutants identified by the city may also have specific effluent permit limitations set by the city to restrict their discharge into the system.
- C. Best Available Technology (BAT) shall be used for pretreatment of any discharges to the POTW from the cleanup activities of soil, aquifer, or groundwater table associated with leaking underground storage tanks or spills of any petroleum products. The BAT shall be capable of reducing the benzene concentration to less than 0.05 mg/l and the "total" benzene, ethyl benzene, toluene and xylene (betx) to less than 0.750 mg/l. This is in accordance with guidance established in EPA's Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks, June 1989.
- D. The city may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of Section 13.32.040. Such BMPs shall be considered local limits and pretreatment standards for the purposes of this part and Section 307(D) of the Act. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludges or waste disposal, or drainage from raw materials storage.
- E. The city reserves the right to establish, by ordinance or in individual wastewater discharge permits or in general permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 1st day of September, 2020.

PASSED on 2nd reading the 3rd day of November, 2020.

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

APPROVED AS TO FORM:

Walker Tremel


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 12, 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
November 17, 2020

Action type

Second Reading

Recommendation

Consider on Second Reading the proposed ordinance and amendments as appropriate

Summary

City Council conducted the Public Hearing and First Reading regarding the proposed ordinance on November 3, 2020. Various amendments were discussed and one was offered, but none were passed.

City Council previously discussed a proposed ordinance derived from the regulations adopted in Laramie County, Wyoming. After review of the proposed ordinance derived from those regulations, and Council established a committee led by Councilmembers Steve Cathey (Chair) and Mike Huber, and consisting of city staff and massage therapy professionals who practice in the City of Casper. The Committee provided input and ideas for the development of the new, simplified, and less burdensome ordinance.

The current 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. 24-20

AN ORDINANCE TO LIMIT THE PRACTICE OF MASSAGE
THERAPY TO CERTIFIED MESSAGE 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; and
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 1st reading the 3rd day of November, 2020

PASSED on 2nd 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

November 4, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk
SUBJECT: Resolution of Support for Healthcare Workers

Meeting Type & Date
Council Meeting
November 17, 2020

Action type
Resolution

Recommendation
That Council, by resolution, recognize the contributions of healthcare workers.

Summary
Recently, the Council expressed interest in recognizing and applauding the contributions of Healthcare workers during the COVID-19 pandemic. City Council also sought to commend the healthcare workers who have risked their own health and safety to continue their work. Council asked to distinguish these efforts through a resolution of support. Staff has attached a resolution of support for Council's review and approval.

Financial Considerations
None.

Oversight/Project Responsibility
Fleur Tremel, Assistant to the City Manager

Attachments
Resolution

RESOLUTION NO. 20-215

A RESOLUTION OF SUPPORT FOR ALL
HEALTHCARE WORKERS.

WHEREAS, COVID-19 is a generational event that has impacted every aspect of our country; and,

WHEREAS, the fight against COVID-19 is America's latest war, and our health care workers are on the front lines; and,

WHEREAS, we have called on our healthcare workers to serve their country during this pandemic; and,

WHEREAS, healthcare workers have answered this call and carried out their critical mission to protect the health and safety of our communities and to minimize the disruption that COVID-19 has caused to our daily lives; and,

WHEREAS, doctors, nurses, home care and domestic workers, and other medical professionals have put themselves in harm's way to care for their patients, COVID-19 or otherwise; and,

WHEREAS, these workers, and other frontline workers, have continued to perform critical and essential missions during the COVID-19 pandemic.

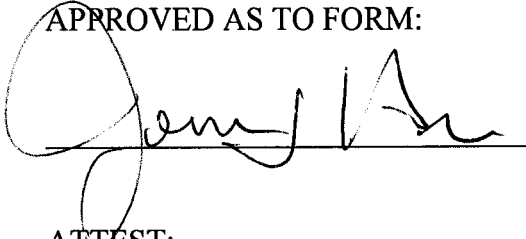
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City Council recognizes and applauds the contributions of healthcare workers during the COVID-19 pandemic, commends the healthcare workers who have risked their own health and safety to continue their work during the COVID-19 pandemic, and understands that healthcare workers have continued their work at times without complete protections they need to minimize their own risk of exposure to COVID-19.

BE IT FURTHER RESOLVED: That City Council hails these acts that have allowed essential services to continue operating and play a critical role in protecting the health and safety of our communities, and recognizes the immense debt of gratitude that we owe healthcare workers for their heroic and selfless service during the COVID-19 pandemic, thanks them, and requests and authorizes a banner to be placed in the City of Casper's Conwell Park expressing Casper's gratitude for the professionalism and selflessness of these members of our community.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2020.

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APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur Tremel", is written over a horizontal line.

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

October 21, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *McP 307*
SUBJECT: Acceptance of the Edward Byrne Memorial Bureau of Justice Assistance Grant (JAG) Agreement for FY20

Meeting Type & Date

Council Meeting
November 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of Seventeen Thousand Five Hundred Thirty One Dollars and 00/100 (\$17,531.00).

Summary

The Casper Police Department has been notified that the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs desires to award the City of Casper a grant, in the amount of Seventeen Thousand Five Hundred Thirty One Dollars and 00/100 (\$17,531.00). Monies from this grant are designated to purchase one (1) Point Blank Enterprises APC Level IIIA ballistic vest with two (2) rifle rated plates, for use by the Special Response Team (SRT) medics. This purchase will properly equip the fifth medic with the ballistic protection consistent with mission requirements.

Financial Considerations

The City will receive Seventeen Thousand Five Hundred Thirty One Dollars and 00/100 (\$17,531.00) from this grant and there is no match requirement of the City of Casper for acceptance of this grant.

Oversight/Project Responsibility

Keith McPheeters, Chief of Police
Shane Chaney, Police Captain
Vicky Macy, Budget Specialist

Attachments

Resolution
Budget Narrative
Grant Award Sheet

Budget Narrative:

Applicants Name: City of Casper/Natrona County

Project Title: 2020 BJA JAG Equipment Procurement Project

Project Identifiers:

- Equipment – Ballistic Vest and Rifle Plates
- Equipment – Rifle Optics and Misc. Mounting Platform
- Equipment – Custody and Control Landing Mat
- Equipment – Miscellaneous Bomb Technician/Blast Scene Equipment

Primary Point of Contact: Captain Shane Chaney/Lieutenant John Harlin

The Casper Police Department and the Natrona County Sheriff's Office intend to purchase one Point Blank Enterprises APC level IIIA ballistic vest with two rifle rated plates for use by Special Response Team (SRT) medics. The SRT has five medics assigned to entry teams. The SRT currently has ballistic vest for four of the five medics. This purchase will properly equip the fifth medic with the ballistic protection consistent with mission requirements.

The purchase of these variable magnification optics to mount on patrol rifles will allow for proper threat recognition at the wide range of distances commonly encountered during law enforcement duties in a county which encompasses 5300 square miles.



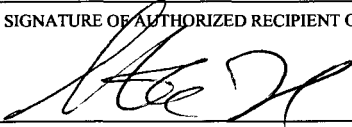
The equipment purchase will include the following:

- Point Blank APC level IIIA
- Point Blank SA3 Rifle Plate (2)
- Vortex Strike eagle 1-6x24 (20)
- Vortex Pro Cantilever Mounts (20)
- 12" Zebra Landing Mat (2)
- Miscellaneous Bomb Technician/Blast Scene Equipment

Proposed Expenditure: \$17,531.00

City of Casper – Casper Police Department Budget

ITEM	DETAILS	COST
Point Blank SA3 Plate (2)	Ballistic Rifle Plates	\$1276.00
Point Blank APC level IIIA	Ballistic Vest	\$2627.00
12" Zebra Landing Mat	50 ILD polyurethane	\$2,888.00
Vortex Strike Eagle	1-6x24 optic	\$4,800.00
Vortex Cantilever Mount	Rifle optic mounting system	\$2,700.00
Bomb Tech. Equipment	Post-Blast Investigation	\$1,495.00
Misc. Expenses	Shipping and Handling	\$1,219.00
NiBRS 3% Compliance	Non-NiBRS Compliance	\$526.00
TOTAL		\$17,531.00

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Casper 200 North David Street, Suite 107 Casper, WY 82601-1830		4. AWARD NUMBER: 2020-DJ-BX-0959 5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021																		
2a. GRANTEE IRS/VENDOR NO. 836000051		6. AWARD DATE 09/19/2020		7. ACTION Initial																
2b. GRANTEE DUNS NO. 152720140		8. SUPPLEMENT NUMBER 00																		
3. PROJECT TITLE 2020 Local JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0																		
		10. AMOUNT OF THIS AWARD \$ 17,531																		
		11. TOTAL AWARD \$ 17,531																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Steve Freel Mayor																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 10/20/2020																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>17531</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		17531	21. VDJUGT3487		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

56A157



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



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44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60. Withholding of funds: Required certification regarding body armor

The recipient may not obligate, expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

61. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

SLCF



Department of Justice (DOJ)
Office of Justice Programs
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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-DJ-BX-0959

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This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Patrick Fines
(202) 598-7516

2. PROJECT DIRECTOR (Name, address & telephone number)

Donald Chaney
Captain
201 N Davids
Casper, WY 82601-1830
(307) 235-8308

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts of Less than \$25,000

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

2020 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1830

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 17,531

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety. NCA/NCF



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Steve Freel
City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1830

Dear Mayor Freel:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Casper for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$17,531. These funds are for the project entitled 2020 Local JAG Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Casper accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Patrick Fines, Program Manager at (202) 598-7516; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Steve Freel
City of Casper
200 North David Street, Suite 107
Casper, WY 82601-1830

Dear Mayor Freel:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Casper

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

RESOLUTION NO. 20-211

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE
EDWARD BYRNE BUREAU OF JUSTICE ASSISTANCE
GRANT.

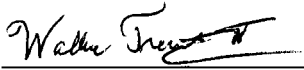
WHEREAS, the City of Casper Police Department has been approved for a Edward Byrne Justice Assistance Grant; and

WHEREAS, the City of Casper plans to use the awarded funds to purchase one (1) Point Blank Enterprises APC level IIIA ballistic vest with two (2) rifle rated plates for use by the Special Response Team (SRT) medic.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the administration of Bureau of Justice Assistance Grant, in the amount of Seventeen Thousand Five Hundred Thirty One and 00/100 (\$17,531.00).

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

November 6, 2020

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

FROM: Liz Becher, Community Development Manager *LB*
M. Jeremy Yates, MPO Supervisor *MJY*

SUBJECT: Authorize the purchase of one (1) ADA compliant, lift-equipped van for use in the City's transit system from Creative Bus Sales in the amount of \$62,742 and approve the option to purchase two (2) additional, identical vehicles over the next five (5) years

Meeting Type & Date:
Regular Council Meeting
November 17, 2020

Action type:
Resolution

Recommendation:

That Council, by resolution, approve the Agreement between the City of Casper and Creative Bus Sales for the purchase of one (1) ADA compliant, lift-equipped van in an amount of Sixty-Two Thousand Seven Hundred Forty-Two Dollars (\$62,742) and option to purchase two (2) additional, identical vehicles over the next five (5) years.

Summary:

On June 26, 2020, the City's Metropolitan Planning Organization (MPO) Division publicly advertised a Request for Proposals (RFP) for the purchase of one (1) ADA compliant, lift-equipped van. The RFP was advertised in the newspaper and was placed on the City website. Responses were due July 31, 2020. Five (5) bids were received by the deadline. Of the five (5) bids received, Creative Bus Sales' price was found to be fair and reasonable. They were also the lowest responsive and responsible bidder. The van will serve in the paratransit bus fleet, which provides door-to-door service for seniors and disabled persons. There are currently 12 vehicles in the paratransit fleet, and this purchase was budgeted to keep the paratransit fleet on track with CATC's replacement schedule.

Financial Considerations:

Funding for this project comes from a CARES Act Award through the Federal Transit Administration (FTA). The City will be reimbursed 100% of the cost of the van.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Procurement of Goods Agreement between City of Casper and Creative Bus Sales
Resolution

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____ day of _____, 2020 (this "**Agreement**," to be referenced by FTA Project 20-02 is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 ("**Buyer**") and Creative Bus Sales, a Washington bus dealership located at 11601 Cyrus Way #101, Mukilteo, Washington 98275 ("**Seller**" or "**Contractor**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling transit vehicles; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 1 -- AGREEMENT

1. **Sale of Goods**. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.

2. **Delivery Date**. Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit A or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

3. **Quantity**. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more than one (1) or less than one (1) the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. **Delivery Location**. All Goods shall be delivered to the City of Casper Service Center, 1800 East K Street, Casper, Wyoming (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.

5. **Shipping Terms**. Delivery shall be made in accordance with the terms set forth in Exhibit A. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice,

packing list, and any other documents necessary to release the Goods to Buyer within seven (7) business day[s] after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Contract Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading] number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly/within 90 days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A. The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that the warranty shall become effective on the date the van is placed into service. The warranty for the van is set forth in Exhibit B.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer'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 Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and until the Buyer accepts the Goods after receipt of delivery, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

City of Casper
200 N. David Street
Casper, Wyoming 82601

Notice to Seller:

Creative Bus Sales
11601 Cyrus Way #101
Mukilteo, Washington 98275

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event

beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer 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 Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

PART II -- ARTICLE 1 FEDERAL CLAUSES

Seller shall also comply with all of the following applicable federal requirements as set forth below.

1. 1 Fly America Requirements

This section applies to all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

1.2 Buy America Requirements (Rolling Stock)

This section applies to Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

1.3 Cargo Preference

This section applies to Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market

Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

1.4 Energy Conservation

This section applies to all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

1.5 Clean Water

This section applies to all Contracts and Subcontracts over \$100,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

1.6 Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.7 Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements. This section applies to rolling Stock/Turnkey. Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self--certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

1.8 Lobbying

This section applies to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.9 Access to Records and Reports

This section is applicable as described below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

The FTA does not require the inclusion of this section's requirements in subcontracts.

1.10 Federal Changes

This section applies to all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

1.11 Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

1.12 Contract Work Hours & Safety Standards Act

This section applies to all contracts over \$100,000.

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in

any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

1.13 No Government Obligation to Third Parties

This section applies to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.14 Program Fraud and False or Fraudulent Statements or Related Acts

This section applies to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.15 Termination

This section applies to all Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service). If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the

contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services). If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction). If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering). The recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts). The recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

1.16 Government Wide Debarment and Suspension (Non Procurement)

This section applies to contracts over \$25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official

irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.17 Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.18 Civil Rights Requirements

This section applies to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The Recipient understands and agrees that it must

comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and

public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and U) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2,

g. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

h. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

i. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

j. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

1.19 Breaches and Dispute Resolution

This section applies to all contracts over \$100,000.

a. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

e. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.20 Disadvantaged Business Enterprise

This section applies to Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business

Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The Contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

1.21 Incorporation of Federal Transit Administration (FTA) Terms

This section applies to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

PART II – ARTICLE 2. OTHER FEDERAL REQUIREMENTS.

Seller shall also comply with all of the following applicable federal requirements as set forth below.

2.1 Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2.2 Prohibition against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

2.3 Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

2.4 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

2.5 Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

2.6 Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

2.7 Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible

contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

2.8 Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

2.9 Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.10 Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.11 Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

2.12 Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

2.13 Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental

response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

2.14 Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

2.15 Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

2.16 Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

2.17 CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for. Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

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

James Haycraft

ATTEST

BUYER

CITY OF CASPER, WYOMING

A Wyoming municipal corporation

Fleur D. Tremel
City Clerk

City of Casper
Mayor

WITNESS

SELLER

Creative Bus Sales, Inc.

By: Victoria King
Printed Name: Victoria King
Title: Bid Coordinator

By: Markus Hoffman
Printed Name: Markus Hoffman
Title: Bid Manager

EXHIBIT A

Bid of:

Company Name	Creative Bus Sales, Inc.
Address	11601 Cyrus Way #101, Mukilteo, WA 98275
Phone Number	800-326-2877

To furnish vehicle, as specified, to the City of Casper, Wyoming, in accordance with attached specifications.

BID ITEM:	
Total:	
Description:	2020 Ford High Roof Transit Van / Startrans Vans Conversion
Make(s) and Model(s):	Ford Transit / Startrans Vans
Federal Certified GVW:	10,360 lbs

- I. Net Cost to City: \$ 62,742.00
- II. Delivery: F.O.B. City of Casper's within 150 calendar days after award of contract by City Council.

Submitted By: Marcus Hoffman Title: Bid Manager Date: 7/30/2020

Signature:  Phone: 800-326-2877

NOTE: This form may be duplicated.

Project # FTA 20-02 Page 31

EXHIBIT B

	the federal content requirements as specified under 49 CFR (Buy America)	Meets Spec
3.	Manuals providing parts information, operating instructions, and as built electrical schematics for the van and lift shall be delivered with each unit.	Meets Spec
4.	All warranty information and registrations shall be completely filled out and presented at the time of delivery.	Meets Spec
5.	Original title shall be provided within 30 days of unit delivery to 1800 East K Street, Casper WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.	Meets Spec
6.	Van shall be delivered fully serviced and with a full tank of gas to the City of Casper Service Center, 1800 East K Street, Casper, WY. Unleaded gasoline to be a minimum of 85 octane.	Meets Spec
7.	Manufacturer shall submit with the proposal a certification that the vehicle complies with 49 CFR FMVSS 571.220-221 and 204, a copy of the Altoona bus testing report for the model proposed as well as any other FMVSS requirements.	Meets Spec
8.	A certification must also be included with the bid that the vehicle meets all requirements of the American with Disabilities Act.	Meets Spec
9.	The City will need a three (3) hour window to verify the specs on delivery of the van.	Meets Spec

1.13 WARRANTY

BIDDER'S SPECIFICATIONS

<p>Warranty shall become effective on the date the van is placed into service. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer.</p> <p>Warranty for the van shall be the following as a minimum: Three (3) years/36,000 miles on chassis. Five (5) years/100,000 miles on power train, or the cost of extending. Three (3) years on body structure, exterior and paint. Eighteen (18) months on lift. All wiring shall be warranted for one (1) year from date of delivery. Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items. The chassis, body, and all add-on components shall be warranted by the successful vendor. The A/C system shall have a minimum of two (2) years unlimited miles. Alignment prior to delivery, the vehicle shall be aligned after the installation of the wheelchair lift.</p>	Meets Spec
--	------------

RESOLUTION NO. 20-212

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE ADA COMPLIANT LIFT EQUIPPED VAN FOR USE IN THE CITY'S TRANSIT SYSTEM FROM CREATIVE BUS SALES IN AN AMOUNT OF SIXTY-TWO THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS (\$62,742) AND OPTIONS TO PURCHASE TWO ADDITIONAL, IDENTICAL VEHICLES OVER THE NEXT FIVE YEARS.

WHEREAS, the City receives federal award dollars for the purchase and operation of transit buses which benefit riders of the door-to-door paratransit service, including seniors and disabled persons in Casper; and,

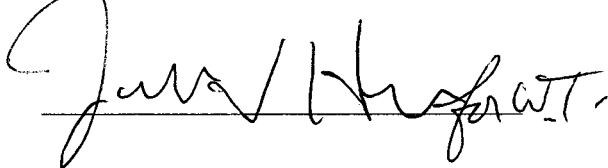
WHEREAS, the City released an invitation for bid for a transit van in June 2020, and Creative Bus Sales was the lowest bidder of this procurement; and,

WHEREAS, Creative Bus Sales has been found to be responsible and responsive to the bid schedules;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement between the City of Casper and Creative Bus Sales in the amount of Sixty-Two Thousand Seven Hundred Forty-Two Dollars (\$62,742) for the purchase of one ADA compliant van and options to purchase two additional, identical vehicles over the next five years.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

November 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
M. Jeremy Yates, MPO Supervisor 

SUBJECT: Geographic Information System 2020 Aerial Mapping Update Contract with Fugro
Land USA Extension

Meeting Type & Date:

Regular Council Meeting, November 17, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with Fugro USA Land, Inc., a firm based in Rapid City, South Dakota, for the Geographic Information System 2020 Aerial Mapping Update.

Summary:

On February 18, 2020, the City of Casper and Fugro USA Land, Inc. entered into a Contract for Professional Services for the Geographic Information System 2020 Aerial Mapping Update with a completion deadline of November 30, 2020. Currently, Fugro USA Land is unable, due to challenging weather and environmental conditions earlier in the summer, to complete the Geographic Information System 2020 Aerial Mapping Update. Fugro not complete imagery acquisition until July 1, 2020 due to lingering snow on Casper Mountain. While Fugro went into full production for the MPO imagery and anticipates completing the project by mid-November, the contractor, completing the third party quality control of the data, AECOM, will still need time to review data prior to acceptance. If AECOM or the Flight Technical Advisory Committee (FTAC) discover any issues that needs to be addressed by Fugro prior to final acceptance it is very likely that the project would not be completed by the original November 30, 2020 completion deadline. The contract extension would allow time to accommodate and identify corrections.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO. As such, the Casper City Council must approve all contracts and amendments, regardless of which municipality requested the study.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this _____ day of November, 2020, by and between the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Fugro USA Land, Inc., 4350 Airport Road, Rapid City, South Dakota 57703.

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

RECITALS

A. On February 18, 2020, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the Geographic Information System 2020 Aerial Mapping Update.

B. The completion deadline should be extended to January 31, 2021, due to challenging weather and environmental conditions earlier in the summer, that delayed initial data collection, which was contractually required and pertinent to the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.

B. “The Project shall be completed on or before November 30, 2020.” is replaced with the following:

“The Project shall be completed on or before January 31, 2021.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walter Thompson

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Fugro USA Land, Inc.

By: _____

By: Dave White

Printed Name: _____

Printed Name: Dave White

Title: _____

Title: Regional Manager, Land & Property

RESOLUTION NO. 20-213

A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND FUGRO USA
LAND, INC.

WHEREAS, on February 18, 2020, the City of Casper and Fugro USA Land, Inc., entered into a Contract for Professional Services ("Contract") in the amount of Sixty-Nine Thousand Six Hundred Twenty-Seven Dollars and Thirty-One Cents (\$69,627.31) for a Geographic Information System 2020 Aerial Mapping Update; and,

WHEREAS, the Contract was approved on February 18, 2020, with a completion deadline of November 30, 2020; and,

WHEREAS the deadline should be extended from November 30, 2020, to January 31, 2021, due to challenging weather and environmental conditions earlier in the summer, that delayed initial data collection which was contractually required and pertinent to the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above referenced Contract.

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

November 6, 2020

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

FROM: Liz Becher, Community Development Director *lb*
M. Jeremy Yates, MPO Supervisor *mjy*

SUBJECT: Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update Contract with AECOM Technical Services, Inc. Extension

Meeting Type & Date:

Regular Council Meeting, November 17, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with AECOM Technical Services, Inc., a firm based in Germantown, Maryland, for the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update.

Summary:

On June 16, 2020, the City of Casper and AECOM Technical Services, Inc. entered into a Contract for Professional Services for the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update with a completion deadline of November 30, 2020. Currently, AECOM Technical Services is unable, due to challenging weather and environmental conditions earlier in the summer, to complete the Geographic Information System 2020 Aerial Mapping Update. Fugro USA Land, Inc. was not able to complete imagery acquisition until July 1, 2020 due to lingering snow on Casper Mountain. While Fugro went into full production for the MPO imagery and anticipates completing the project by mid-November, AECOM, will still need time to review data prior to acceptance. If AECOM or the Flight Technical Advisory Committee (FTAC) discover any issues that needs to be addressed by Fugro prior to final acceptance it is very likely that the project would not be completed by the original November 30, 2020 completion deadline. The contract extension would allow time to accommodate and identify corrections.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO. As such, the Casper City Council must approve all contracts and amendments, regardless of which municipality requested the study.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES ("AMENDMENT")**

This Amendment to the Contract for Professional Services ("Amendment") is entered into on this 9th day of November, 2020, by and between the following parties:

1. The City of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. AECOM Technical Services, Inc., 12420 Milestone Center Drive, Suite 150 Germantown, Maryland 20876.

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

RECITALS

A. On June 16, 2020, the City and Consultant entered into a *Contract for Professional Services* ("Contract") for the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update.

B. The completion deadline should be extended to January 31, 2021, due to challenging weather and environmental conditions earlier in the summer, that delayed initial data, which was contractually required and pertinent to the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.

B. "The Project shall be completed on or before November 30, 2020." is replaced with the following:

"The Project shall be completed on or before January 31, 2021."

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
AECOM Technical Services, Inc.

By: _____

Printed Name: _____

Title: _____

By: Timothy M. Hallinan

Printed Name: TIMOTHY M. HALLINAN

Title: VICE PRESIDENT

RESOLUTION NO. 20-214

A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND AECOM
TECHNICAL SERVICES, INC.

WHEREAS, on June 16, 2020, the City of Casper and AECOM Technical Services, Inc., entered into a Contract for Professional Services ("Contract") in the amount Fifteen Thousand Eight-Hundred Fifty Dollars and Zero Cents (\$15,850.00) for a Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update; and,

WHEREAS, the Contract was approved June 16, 2020, with a completion deadline of November 30, 2020; and,

WHEREAS the deadline should be extended from June 30, 2020, to January 31, 2020, due to challenging weather and environmental conditions earlier in the summer, that delayed initial data collection which was contractually required and pertinent to the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above referenced Contract.

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 7, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks and Recreation Department Director
Randy Norvelle, Parks Manager

SUBJECT: Naming of new park located on Venture Way

Meeting Type & Date

Council Meeting
November 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, name the park located on Venture Way "Horizon Park".

Summary

City staff presented four naming suggestions to Council for the new park located on Venture Way. After discussion, Council selected the name Horizon Park. The name was suggested by Casper resident Ellen Jarvis. Miss Jarvis will receive a special certificate of recognition from the City of Casper.

Financial Considerations

None

Oversight/Project Responsibility

Randy Norvelle, Parks Manager

Attachments

Resolution

RESOLUTION NO. 20-216

A RESOLUTION NAMING THE PARK LOCATED AT 1201 VENTURE
WAY HORIZON PARK.

WHEREAS, the City of Casper received donated land for the purpose of constructing a park for the public's enjoyment and,

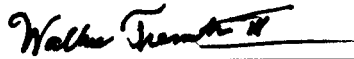
WHEREAS, in the spring of 2020, the Council considered options for developing the park and setting aside a portion of the park for an off-leash dog park and,

WHEREAS, in the fall of 2020, Council sought public input for park names that would fit the character and location of a park located on the eastern boundary of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the park located at 1201 Venture Way is hereby named Horizon Park.

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

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
November 17, 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 _____ day of November, 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 31st day of March, 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.

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: Dawn Matheny

Title: _____

Title: C.F.O.

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. *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. *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.

6. *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.

7. *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.

8. *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.

9. *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.

C. 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: 1/31/2021
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 45 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.

Quote was revised 9/30/2020 to update the quote notes on page 2.

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
Total Amount	\$77,113.64

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, lightening, 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.



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, lightening, 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: EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH AND 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.

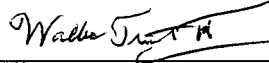
INFRINGEMENT. Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) 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.

APPROVAL AS TO FORM

I have reviewed the attached *Contract for Professional services* with *Westnet, Inc.* for an alerting system, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 5, 2020.

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

Wallace Trembath III
Deputy City Attorney

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,

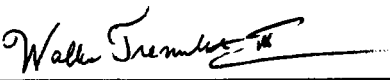
WHEREAS, Westnet, Inc., is ready, willing and able to provide these professional services.

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

November 9, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenor, Engineering Technician

SUBJECT: Authorizing Amendment No. 1 to the Agreement with the Wyoming Department of Transportation for the Transportation Alternatives Program Funded Morad Park to Walmart Trail.

Meeting Type & Date
Regular Council Meeting
December 1, 2020

Action Type
Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 to the Agreement with the Wyoming Department of Transportation (WYDOT) for a time extension of the Transportation Alternatives Program (TAP) funded Morad Park to Walmart Trail, Project No. 18-050. The amendment extends the completion date of the project to December 31, 2021.

Summary

The City of Casper is the recipient of Transportation Alternative Program (TAP) funds for constructing a pedestrian pathway from Morad Park to Walmart. During the initial design phase of the project, it was proposed that the new pathway would cross CY Avenue at the north entrance to the west side Walmart and would travel south along the access road to its termination at the Walmart parking lot. In order to utilize land along the access road, an easement from Walmart needed to be obtained. The City and Walmart could not agree on a price to purchase the easement, and the City requested that WLC redesign the pathway travel east along CY Avenue past the Walmart property and then travel south up to the Hilltop Bank parking lot.

Acquisition of easements and right-of-way for the new alignment is nearing completion, but an extension to the agreement with WYDOT is now necessary. Amendment No. 1 to the Agreement revises the completion date from December 31, 2020, to December 31, 2021.

Financial Considerations
N/A

Oversight/Project Responsibility
Terry Cottenor, Engineering Technician, Public Services Department.

Attachments
Resolution
Two (2) Copies of Amendment No. 1

**AMENDMENT NUMBER ONE
TO THE TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: City of Casper	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): 693JJ22030000M3E2WYCD19201	Federal Award Date: June 15, 2020
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	Federal Award this Agreement: \$0.00
Total Federal Award to Subrecipient: \$220,325.60	Total Federal Award: \$275,407.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov
Sponsor Contact: Terry Cottenoir Phone: 307-235-8341 Email: tcottenoir@casperwy.gov	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Morad Park to Walmart Trail	Recipient County: Natrona
Agreement No.: CD 0.00 CD19201	Project No.: CD19201

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd, Cheyenne, WY 82009 and the City of Casper (Sponsor), whose address is: 200 N. David Street, Casper, Wyoming 82601.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Sponsor. The purpose of this Amendment is to clarify



the original term and extend the period of performance under the original Agreement through December 31, 2021.

The original Agreement, dated February 12, 2019, required the Sponsor to construct a 10 foot wide, 2,200 linear foot, pathway connection from Platte River Trail at 2800 SW Wyoming Blvd. to the intersection of CY Avenue and the Walmart Business Access road at the Mountain View Shopping Center, Fort Casper Academy, and neighborhoods to the south, for a total project cost not to exceed two hundred seventy-five thousand four hundred seven dollars (\$275,407.00), of which two hundred twenty thousand three hundred twenty-five dollars and sixty cents (\$220,325.60) shall be borne by WYDOT and fifty-five thousand eighty-one dollars and forty cents (\$55,081.40) shall be borne by the Sponsor, with an expiration date of December 31, 2020.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. Section 3 of the original Agreement is hereby amended in its entirety to read as follows:

“This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until December 31, 2021.”

- B. The second sentence of Section 4(B) of the original Agreement is hereby amended to read as follows:

“The Sponsor shall commence and complete the project in a professional, economical, and efficient manner by December 31, 2021.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.

7. **Special Provisions.**



- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of two (2) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages; and this Amendment One, consisting of four (4) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

- 9. **Signatures.** The parties to this Amendment Number One, either personally or through their duly authorized representatives, have executed this Amendment on the dates set out below,



and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

ATTEST:

City of Casper:

Name

By: _____
Steven K. Freel, Mayor

Title

Date

(SEAL)

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Martin Kidner, P.E., State Planning
Engineer

Date

Approved as to form:

By: *[Signature]* #207439
for: Alysia Goldman
Assistant Attorney General
State of Wyoming 10/16/20

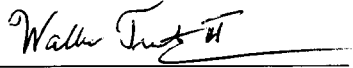
Date agreement prepared: October 13, 2020



APPROVAL AS TO FORM

I have reviewed *Amendment Number One to the Transportation Alternatives Program Subrecipient Agreement Between the Wyoming Department of Transportation and the City of Casper, (Federal Project CD19201, Morad Park to Walmart Trail Project in Natrona County)*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 3, 2020

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

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-217

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FUNDED MORAD PARK TO WALMART TRAIL, PROJECT NO. 18-050.

WHEREAS, the City of Casper was awarded a Transportation Alternatives Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) to complete the Morad Park to Walmart Trail, Project No. 18-050; and,

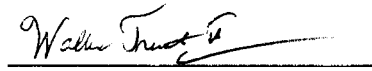
WHEREAS, the Wyoming Department of Transportation desires to extend the contract time for the Morad Park to Walmart Trail, Project No. 18-050; and,

WHEREAS, the City of Casper is able and willing to provide those services as specified in 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, Amendment No. 1 to the Agreement with the Wyoming Department of Transportation for a time extension for the Transportation Alternatives Program funded Morad Park to Walmart Trail, Project No. 18-050.

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

November 4, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Mary Robinett, 7416 Grey Cloud Road.

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with Mary Robinett.

Summary

This contract provides Outside-City water service for 7416 Grey Cloud Road, a parcel of land located west of Casper off of Six Mile Road about $\frac{3}{4}$ of a mile north of Highway 20/26. The property will obtain water service by connecting to the 12-inch Airport water line that crosses the property.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its October 28, 2020 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 5th day of November 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Mary Robinett, 7416 Grey Cloud Road, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being Lot 7 of the B&L Industrial Acres Subdivision, a portion of the NE1/4 NE1/4 of Section 28, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch Airport water main that crosses the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall install one, ¾-inch or 1-inch water service line from the building to be served to the curb box at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in

every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Grey Cloud Road at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Mary Robinett
7416 Grey Cloud Road
Casper, Wyoming 82604

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601


- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5th day of November, 2020,
by Mary Robinett as Owner of 7416 Grey Cloud Road.

(seal)


NOTARY PUBLIC

My commission expires: 08/03/2021



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020, by
_____ as _____
of _____, the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

NOTARY PUBLIC

My commission expires: _____

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

I, Mary Robinett, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**7416 GREY CLOUD ROAD
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made
a part of this agreement)**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

Date



Mary Robinett
OWNER

Date

MORTGAGEE

By: _____

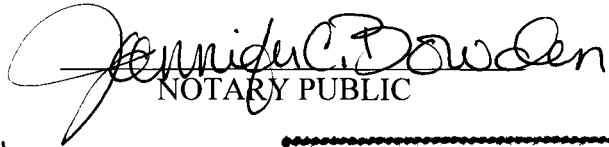
Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5th day of November, 2020, by Mary Robinett, as Owner of 7416 Grey Cloud Road.

(seal)


NOTARY PUBLIC

My commission expires: 08/03/2021



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____,
2020, by _____, as _____ of
_____, MORTGAGEE.

(seal)

NOTARY PUBLIC

My commission expires: _____

RESOLUTION NO. 20-218

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY WATER SERVICE WITH MARY ROBINETT.

WHEREAS, Mary Robinett has requested outside-City water service from the City of Casper for Lot 7 of the B&L Industrial Acres Subdivision, with an address of 7416 Grey Cloud Road, Casper, Wyoming 82604; and,

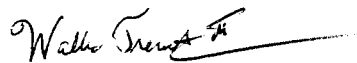
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with the Mary Robinett, 7416 Grey Cloud Road, Casper, Wyoming 82604.

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

November 4, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Submission of an Application for a Fiscal Year 2021 Recreational Trails Program Grant from the Wyoming State Parks and Trails in the Amount of \$50,000.00, for the Casper Rail to Trail extension to Edness Kimball Wilkins State Park.

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize the submission of an Application for a Fiscal Year 2021 (FY21) Recreational Trails Program (RTP) Grant from the Wyoming State Parks and Trails, in the amount of \$50,000.00, to fund the construction of the Casper Rail to Trail extension to Edness Kimball Wilkins State Park.

Summary

The City of Casper and the Platte River Trails Trust (PRTT) desire to improve the Casper Rail to Trail system running east towards Edness Kimball Wilkins State Park. As a part of this project, the City of Casper and the Platte River Trails Trust (PRTT) are preparing a Wyoming State Parks and Trails RTP funding application to assist in the completion of this project. The PRTT has secured a donation equivalent to \$60,000 to demolish an old railroad bridge. An additional \$50,000 will be required to re-route and resurface the pathway around the span previously serviced by the old bridge. The RTP program is a source of federal funding that provides monies to state and local governments for transportation projects. The project will provide improvements and a continuation of the Casper Rail to Trail to Edness Kimball State Park.

Financial Considerations

The total estimated cost for this project is \$110,000.00. \$50,000.00 is expected to come from the RTP funding. The PRTT has secured a \$60,000.00 donation to complete the project.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution
RTP Grant Pre-Application

FY 2021 RTP PRE-APPLICATION FORM

CFDA#20.219



Applicant Background Information

1. Check which Grant Category: Motorized ☐ Diversified ☐ Non-Motorized ☒
2. Applicant Name City of Casper
3. Is Applicant registered with SAM.gov (if a non-federal entity)? Yes ☒ No ☐
If Yes, attach documentation, including expiration date.
4. Name of Proposed Project Casper Rail Trail Extension to Edness Kimball Wilkins State Park
5. Proposed Amount of Federal Grant Funds Requested \$50,000.00
6. Proposed Total Project Value (will be the same as #5 'Grant Funds Requested' unless project proposes to provide Programmatic Match) \$110,000.00
7. Does proposed project lie within an incorporated city or community boundary? Yes ☒ No ☐
8. Will proposed project include any Contracted Work? Yes ☒ No ☐
9. Will project include any permanently incorporated iron or steel components (rebar, screws, bolts, paneling gabion, etc.)? Yes ☐ No ☒ If, Yes what is the cost?
10. CONTACT INFORMATION

Primary Contact Person Terry Cottenoir

Title Engineering Technician II

Day Phone 307-235-8341

E-Mail Address tcottenoir@casperwy.gov

Mailing Address 200 North David Street, Casper, Wyoming 82601

11. Classification of Project Applicant (Check One):

Federal ☐ State ☐ Municipal ☒ Partnership ☐ Non-Profit ☐

If Non-Profit, please explain by answering questions below:

Non-Profit Organizations: Please fully answer the following questions about your organization:

a) What is your IRS tax status (501(c)3 or otherwise)? _____

b) How many years has your non-profit been in existence? _____

c) Approximately how many members do you currently have? _____

d) Have you received RTP funding in the past? Yes ☐ No ☐
If so, please list time-frame(s) and amount(s):

e) Do you have experience with any other federal grant programs? Yes ☐ No ☐
If so, please list grant program(s), time-frame(s), and amount(s)

12. Proposed Start Date 6/1/21

Proposed End Date 10/1/21

13. General Location of Proposed Project Along the Casper Rail Trail from Hat Six Road east to Edness Kimball W

14. Classification of Land for Proposed Project (Check One)

Public Land ☒ Private Land ☐ Combination Public/Private ☐

15. Type of Project and Quantitative Measurement:

Type of Project	Unit of Measure	Dollar Amount
Safety or Environmental Protection Education		
Maintenance, Restoration, Improvement or Grooming of Existing trails	2.5 miles	\$110,000.00
Development or Rehabilitation of Trail-Side and Trail-Head Facilities and Trail Linkages		
New Trail Construction		
Acquisition of Easements or Fee Title to Property		
a. Easement		
Acquisition of Easements or Fee Title to Property		
b. Fee Simple Title		
Community or Hard-Surfaced Trail or Pathway Construction		
Total \$		\$110,000.00

16. Trail Users: Check each use that applies to your proposed project.

Bicycling (all types) ☒ Equestrian ☐ Dogsledding ☐
 Pedestrian (Walk, Hike, Run, Skate, Snowshoe etc.) ☒ Cross-Country Skiing ☐
 Snowmobiling ☐ ORV Riding (ATVs, UTVs, etc.) ☐ Off-Hwy. Motorcycle ☐
 Off-Hwy. light truck/jeep ☐ Other _____

17. How Many Trail Users are expected to use this project: _____**18. Generally, describe the Proposed Project's Scope including existing issues & concerns to be addressed, and how they will be addressed:**

The project will extend the Casper Rail Trail from Hat Six Road to Edness Kimball Wilkins State Park including

1. Removal of Railroad Bridge deemed unstable by a local structural engineer.
2. Create base for new trail under the current bridge. Re-use of material from the bridge is both economical and eco-friendly.
3. Blading and stabilizing of Railroad Corridor and installation of crusher fines.

19. Will a Qualified State Conservation Corps or Local Youth Trail Crew be used to accomplish this project?

A. Will State Conservation Corp Labor Be Used: Yes ☐ No ☒

Name of Corp _____

If Yes, 19A: Total Number of Corp Hours _____ **Total Paid Corp Hours** _____

B. Will Local Youth Trail Crew Labor Be Used: Yes ☐ No ☒

Name of Local Youth Trail Crew _____

If Yes, 19B: Total Number of Youth Crew Hours _____ **Total Paid Youth Crew Hours** _____

I hereby certify that the application form and all attachments are correct and truthful to the best of my knowledge. I also certify that I understand the RTP application, ranking and selection process, and fully accept that all SPHST and Trails Council decisions are final and not subject to appeal.

Name of Authorized Contact Person Terry Cottenoir

Title Engineering Technician II

Date 10/26/2020

Signature of Contact Person Terry Cottenoir Digitally signed by Terry Cottenoir
Date: 2020.10.26 09:24:44 -06'00'

Exhibit B.2: Project Budget Plan

Budget #2: 'Exhibit B' Budget Plan with PROGRAMMATIC MATCH Allowed

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT \$	TOTAL COST \$	RTP GRANT (FHWA) SHARE \$	CASH MATCH \$	MATCH SOURCE #
1	Grading and Earthwork	Lump Sum	1	\$24,000.00	\$24,000.00	\$24,000.00		
2	Crusher Fines	Ton	400	\$65.00	\$26,000.00	\$26,000.00		
3	Bridge Demolition	Lump Sum	1	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	1
				TOTALS	\$110,000.00	\$50,000.00	\$60,000.00	

Cash Match Definition: *Paid Labor or Contracts and actual cash paid for equipment/materials purchased.*

Description of Match Source Key: Cash Match 100 % Secured

Sources:	
1	Keith Tyler
2	
3	
4	
5	

FOR USE BY THE STATE BELOW THIS LINE

MAX FEDERAL FUNDING AUTHORIZED FOR THIS PROJECT IN ACCORDANCE WITH THE APPROVED RTIP.		NRT # ASSIGNED BY THE STATE	
---	--	--------------------------------	--

SIGNATURE	DATE

RTP APPLICANT RISK ASSESSMENT QUESTIONNAIRE

Date: 10/21/2020

Project Name: EKW-PRTT

Entity Name: City of Casper

DUNS#: 152720140

Type of Entity: Non-Profit, Federal Agency, other	Municipal Government
What kind of experience does your entity have with Federal Grants?	Extensive
Who is the project manager for this grant?	Terry Cottenoir
What is the project manager's experience with Federal grants?	Extensive

If you are a Non-Federal entity attach a copy of your current SAM.gov registration.

Recipients' of RTP Funding must follow the following requirements: 23 CFR, 23 U.S.C, 49 CFR, (48 CFR for Federal Agencies) and (2 CFR 200 for Non-Federal agencies) Answer all questions below in accordance with your entities requirements when receiving Federal funding.

Yes No If Yes, provide a copy if no then explain.

1 Does your entity have written personnel policies to address the following topics?			
Hiring	x		
Compensation	x		
Leave	x		
Performance Management	x		
Separation	x		
Conflict of Interest	x		
2 How frequently are those policies updated?		Our current Rules and Regulations manual was last updated in 2002. However, we update policies as needed and are in the process of completely updating the entire manual.	

If Yes, then provide their contact information.

	Yes	No	
3 Does your entity have an independent CPA or Accountant? If yes, then give their contact information.		x	We do in-house accounting but supplement with third party auditors as needed.

Yes No If Yes, then please explain.

4 Per 2 CFR 200.113, have you or your entity had any violations of Federal criminal law involving the following violations potentially affecting any Federal award?			
Fraud		x	
Bribery		x	
Gratuity		x	

Yes No If Yes, provide a copy if no then explain.

5 Does your entity have written accounting policies to address the following topics?

Accounting System		x	
Billing		x	
Cost Allowability	x		
Recording Time Worked/Timesheet	x		
Leave Time	x		
Recording Direct and Indirect Costs	x		
6 How frequently are those policies updated?	Most recently updated 2019		

If, other please explain.

7 What basis of accounting does your entity use to prepare general purpose financial statements?		
Cash		
Accrual		
Other	X	Modified Accrual

If, yes then list the Name of the CPA and period covered

8 Within the past three years, has a CPA performed a single audit on your entity?	Yes	No	
	x	YES	<p>■ Firm is named Porter, Muirhead, Cornia, and Howard. Lead auditor is Cynthia Kreder. Audit has been performed annually, for each of the prior three fiscal years, by this firm.</p>

If, yes then list the entity and period covered

9 Is your entity included in another entity's single audit report?	Yes	No
		No

Yes No explain if needed

10 What type of accounting software does your entity use?			
Quick Books			
Quicken			
Internally-developed system			
Commercial system (list vendor)	X		Tyler Munis
Manual accounting system (list type: excel, ledger paper, etc..)			

11 How many years has your entity used the accounting software?	One year		
---	----------	--	--

12 Is access to accounting records limited to authorized personnel? How?	X		The city's financial software is only accessible by City Staff and by the city's auditors. Access levels are highly customized based on the role of the individual employee. More general financial information, such as annual budgets and annual audited financial statements, are public. These are posted on the city's public website.
13 Is the accounting software password protected? Who determines/approves the levels of access to the software?	X		Yes. Every employee, and the City's auditor, is given a customized password. Levels of access are determined by role within the city organization. Access to financial information is determined by

			the Financial Services Department; access to human resources information is determined by the Human Resources department. The Information Technology department will implement the access decisions made.
14	Are authorized personnel provided training on the software, how often, and by whom?	X	Training is provided in a variety of ways. Formal training sessions have been held by the Software vendor; training in the last year has been performed by personnel in the various departments (Finance, HR) for outside city departments. Day to day training, of one coworker to another, is also performed as needed. In-house prepared instruction manuals have been written by city staff for city staff. More generalized online training, provided by the vendor, ("Munis academy") is also available.

explain if needed

15 What types of expenditures does your entity typically incur on projects?			
	Payroll		Can occur, depending on the project, but not typically incurred for capital projects/construction
	Equipment		Can occur, depending on the project, but not typically incurred for capital projects/construction
	Travel/Per Diem		Can occur, depending on the project, but not typically incurred for capital projects/construction
	Contracted Work	X	Always

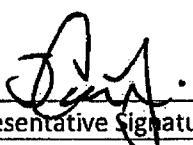
Yes No explain if needed

16	Are the project expenditures marked above tracked by unique project numbers? How?	X	A project code is created within the City's financial software. The various parts of the project connect to specific expenditure and revenue general ledger line items in the city's budget. All relevant expenses are tracked by logging them against the project.
17	Is the accounting system able to prepare reports of total costs per project?	X	
18	Does your entity utilize in-kind contributions or other matching requirements for projects? How are they tracked?	X	Match funding is applied as project revenue; in this way, it is tracked parallel to grant revenue. The system is pre-programmed to understand the matching requirement and to appropriately apply various types of revenue to various types of expense, with controls for matching, and controls for allowable/nonallowable expenses.

19	Are timesheets and project expenditures approved by an appropriate person? By whom and how often?	x	Payroll is approved through a biweekly process; all payroll expenses (including project related payroll expenses, if applicable) are approved by the employee and by the employee's supervisor. Nonpayroll expenses must be approved by both the project manager and by the manager(s) with oversight responsibility for the relevant general ledger expenditure accounts.
20	Is there a procedure in place when a project runs over budget? What is that procedure?	x	
21	RTP reimbursements are required on a federal quarterly basis. Can your records be reconciled on a quarterly basis?	x	
22	Who reviews project cost reports and prepare the reimbursements?	The project manager, with assistance from Finance, if needed	
23	Who approves the reimbursement requests before they are sent in for payment?	Reimbursement requests are prepared by the relevant project manager. The Public Services Director approves the request prior to submission.	
<div style="display: flex; justify-content: space-around;"> Yes No explain if needed </div>			
24	Does your entity have written Procurement Policies? If yes, attach a copy, if no explain.	x	

Sub-recipients may be subject to a site visit to determine if their internal processes are functioning as intended.

Entity's Signature

I am an authorized signatory for this entity and I certify that we are in compliance with Federal laws and regulations. These statements made herein are true and correct to the best of my knowledge.	
	10/22/20
Representative Signature	Date
Carter Napier	City Manager
Representative Printed Name	Title

State Parks, Historic Sites and Trails Signature

SPHST Signature	Date
Printed Name	Title



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⚠ **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 06/13/2020 from 8:00 AM to 1:00 PM

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► [Inactive Exclusions](#)

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CASPER, CITY OF

DUNS: 152720140 CAGE Code: 4ART4

Status: Active

Expiration Date: 03/16/2021

Purpose of Registration: Federal Assistance Awards Only

200 NORTH DAVID ST STE 107

CASPER, WY, 82601-1815,

UNITED STATES

Entity Overview

Entity Registration Summary

Name: CASPER, CITY OF

Business Type: US Local Government

Last Updated By: Conie Arnold

Registration Status: Active

Activation Date: 03/16/2020

Expiration Date: 03/16/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200424-1037

WWW5

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RESOLUTION NO. 20-219

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING STATE PARKS AND TRAILS FOR THE FISCAL YEAR 2021 RECREATIONAL TRAILS PROGRAM GRANT FOR THE CASPER RAIL TO TRAIL EXTENSION TO EDNESS KIMBALL WILKINS STATE PARK PROJECT.

WHEREAS, the City of Casper desires to extend and improve the Casper Rail to Trail to Edness Kimball Wilkins State Park; and,

WHEREAS, the Wyoming Recreational Trails Program (RTP) is a federally funded program that is intended to fund trail related projects; and,

WHEREAS, the RTP program requires that federal funding criteria be met, and the City of Casper agrees to ensure satisfaction of all requirements; and,

WHEREAS, the City of Casper acknowledges that if funded, the RTP project shall be completed within two years; and,

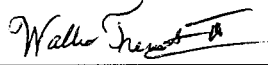
WHEREAS, the City of Casper acknowledges RTP is funded on a reimbursement basis and all invoices must be one hundred percent (100%) paid by the City of Casper prior to reimbursement through RTP. The City of Casper acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the City of Casper of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an "Application for Recreational Trails Program (RTP) Grant Funding" in the amount of Fifty Thousand Dollars (\$50,000.00) for Fiscal Year 2021.

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the RTP grant to the Wyoming State Parks and Trails for processing.

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

RTP APPLICANT RISK ASSESSMENT QUESTIONNAIRE

Date: 10/21/2020

Project Name: EKW-PRTT

Entity Name: City of Casper

DUNS#: 152720140

Type of Entity: Non-Profit, Federal Agency, other	Municipal Government
What kind of experience does your entity have with Federal Grants?	Extensive
Who is the project manager for this grant?	Terry Cottenoir
What is the project manager's experience with Federal grants?	Extensive

If you are a Non-Federal entity attach a copy of your current SAM.gov registration.

Recipients' of RTP Funding must follow the following requirements: 23 CFR, 23 U.S.C, 49 CFR, (48 CFR for Federal Agencies) and (2 CFR 200 for Non-Federal agencies) Answer all questions below in accordance with your entities requirements when receiving Federal funding.

Yes No If Yes, provide a copy if no then explain.

1	Does your entity have written personnel policies to address the following topics?			
	Hiring	x		
	Compensation	x		
	Leave	x		
	Performance Management	x		
	Separation	x		
	Conflict of Interest	x		
2	How frequently are those policies updated?	Our current Rules and Regulations manual was last updated in 2002. However, we update policies as needed and are in the process of completely updating the entire manual.		

If Yes, then provide their contact information.

3	Does your entity have an independent CPA or Accountant? If yes, then give their contact information.			
			x	We do in-house accounting but supplement with third party auditors as needed.

Yes No If Yes, then please explain.

4	Per 2 CFR 200.113, have you or your entity had any violations of Federal criminal law involving the following violations potentially affecting any Federal award?			
	Fraud		x	
	Bribery		x	
	Gratuity		x	

Yes No If Yes, provide a copy if no then explain.

5	Does your entity have written accounting policies to address the following topics?	
----------	--	--

Accounting System		x	
Billing		x	
Cost Allowability	x		
Recording Time Worked/Timesheet	x		
Leave Time	x		
Recording Direct and Indirect Costs	x		
6 How frequently are those policies updated?	Most recently updated 2019		

If, other please explain.

7 What basis of accounting does your entity use to prepare general purpose financial statements?		
Cash		
Accrual		
Other	X	Modified Accrual

If, yes then list the Name of the CPA and period covered

8 Within the past three years, has a CPA performed a single audit on your entity?	Yes	No	<input checked="" type="checkbox"/> Firm is named Porter, Muirhead, Cornia, and Howard. Lead auditor is Cynthia Kreder. Audit has been performed annually, for each of the prior three fiscal years, by this firm.
	x	YES	

If, yes then list the entity and period covered

9 Is your entity included in another entity's single audit report?	Yes	No
		No

Yes No explain if needed

10 What type of accounting software does your entity use?			
Quick Books			
Quicken			
Internally-developed system			
Commercial system (list vendor)	X		Tyler Munis
Manual accounting system (list type: excel, ledger paper, etc..)			

11 How many years has your entity used the accounting software?	One year		
12 Is access to accounting records limited to authorized personnel? How?	X		The city's financial software is only accessible by City Staff and by the city's auditors. Access levels are highly customized based on the role of the individual employee. More general financial information, such as annual budgets and annual audited financial statements, are public. These are posted on the city's public website.
13 Is the accounting software password protected? Who determines/approves the levels of access to the software?	X		Yes. Every employee, and the City's auditor, is given a customized password. Levels of access are determined by role within the city organization. Access to financial information is determined by

			the Financial Services Department; access to human resources information is determined by the Human Resources department. The Information Technology department will implement the access decisions made.
14	Are authorized personnel provided training on the software, how often, and by whom?	X	Training is provided in a variety of ways. Formal training sessions have been held by the Software vendor; training in the last year has been performed by personnel in the various departments (Finance, HR) for outside city departments. Day to day training, of one coworker to another, is also performed as needed. In-house prepared instruction manuals have been written by city staff for city staff. More generalized online training, provided by the vendor, ("Munis academy") is also available.

explain if needed

15	What types of expenditures does your entity typically incur on projects?		
	Payroll		Can occur, depending on the project, but not typically incurred for capital projects/construction.
	Equipment		Can occur, depending on the project, but not typically incurred for capital projects/construction.
	Travel/Per Diem		Can occur, depending on the project, but not typically incurred for capital projects/construction.
	Contracted Work	X	Always

Yes No


explain if needed

16	Are the project expenditures marked above tracked by unique project numbers? How?	X		A project code is created within the City's financial software. The various parts of the project connect to specific expenditure and revenue general ledger line items in the city's budget. All relevant expenses are tracked by logging them against the project.
17	Is the accounting system able to prepare reports of total costs per project?	X		
18	Does your entity utilize in-kind contributions or other matching requirements for projects? How are they tracked?	X		Match funding is applied as project revenue; in this way, it is tracked parallel to grant revenue. The system is pre-programmed to understand the matching requirement and to appropriately apply various types of revenue to various types of expense, with controls for matching, and controls for allowable/nonallowable expenses.

19	Are timesheets and project expenditures approved by an appropriate person? By whom and how often?	x	Payroll is approved through a biweekly process; all payroll expenses (including project related payroll expenses, if applicable) are approved by the employee and by the employee's supervisor. Nonpayroll expenses must be approved by both the project manager and by the manager(s) with oversight responsibility for the relevant general ledger expenditure accounts.
20	Is there a procedure in place when a project runs over budget? What is that procedure?	x	
21	RTP reimbursements are required on a federal quarterly basis. Can your records be reconciled on a quarterly basis?	x	
22	Who reviews project cost reports and prepare the reimbursements?	The project manager, with assistance from Finance, if needed	
23	Who approves the reimbursement requests before they are sent in for payment?	Reimbursement requests are prepared by the relevant project manager. The Public Services Director approves the request prior to submission.	
<div style="display: flex; justify-content: space-around;"> Yes No explain if needed </div>			
24	Does your entity have written Procurement Policies? If yes, attach a copy, if no explain.	x	

Sub-recipients may be subject to a site visit to determine if their internal processes are functioning as intended.

Entity's Signature

I am an authorized signatory for this entity and I certify that we are in compliance with Federal laws and regulations. These statements made herein are true and correct to the best of my knowledge.	
	10/22/20
Representative Signature	Date
Carter Napier	City Manager
Representative Printed Name	Title

State Parks, Historic Sites and Trails Signature

SPHST Signature	Date
Printed Name	Title



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Entity Dashboard

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 - [Excluded Family Members](#)

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CASPER, CITY OF
 DUNS: 152720140 CAGE Code: 4ART4
 Status: Active
 Expiration Date: 03/16/2021
 Purpose of Registration: Federal Assistance Awards Only

200 NORTH DAVID ST STE 107
 CASPER, WY, 82601-1815,
 UNITED STATES

Entity Overview

Entity Registration Summary

Name: CASPER, CITY OF
Business Type: US Local Government
Last Updated By: Conie Arnold
Registration Status: Active
Activation Date: 03/16/2020
Expiration Date: 03/16/2021

Exclusion Summary

Active Exclusion Records? No




IBM-P-20200424-1037
 WWW5

Search Records Disclaimers FAPIIS.gov
 Data Access Accessibility GSA.gov/IAE
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November 10, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation
Zulima Lopez, Risk Manager
Pete Myers, Assistant Financial Services Director
Jason Speiser, Deputy Fire Chief
Rich Brown, Lieutenant Casper Police

SUBJECT: COVID-19 CARES Grant Reimbursement

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action type

Approval Requested

Recommendation

That Council approve, by resolution, an authorization to submit a reimbursement application to the State Loan and Investment Board (SLIB) for an allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES) monies from the federal government.

Summary

As Council may recall, a resolution much like this one was passed in September as part of the CARES application process. This resolution will rescind the September resolution and increase the limit the City of Casper can apply for to \$15M. In September, the resolution limit was set at \$10M due to the cap that was proposed by the State. However, the State has recently made it known that any excess CARES funding will be reallocated to those entities that have met their cap. The City of Casper would be one such municipality and with our growing number of COVID-19 cases, staff feels we have a good argument to get additional monies should they be available.

The grant covers expenses from March 1, 2020 to December 30, 2020. There is one remaining SLIB meeting this year where grant applications are considered. The State will be sweeping all excess funds in the next few weeks and determine what monies may still be available for allocation.

The current application covers all past expenses as well as what is anticipated between now and the end of the year. The State Attorney General's office will audit the application and determine what expenses meet the CARES act criteria. The approved expenses will then be submitted to SLIB for approval.

City staff wishes to submit this application for the next SLIB meeting on December 3, 2020. A resolution from the City is required for the application. Although the City currently has one, the limit is set for \$10M and staff would like to apply for upwards of \$12M should other funds be available.

Financial Considerations

Total amount awarded thus far:

Payroll	\$4,413,140
Technology	\$472,184
Contracts/Operations	\$626,856
PPE/Safety	\$238,998
Total	\$5,751,178
Current CARES Cap for Casper	\$5,951,446

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation
Zulima Lopez, Risk Manager
Pete Myers, Assistant Financial Services Director
Jason Speiser, Deputy Fire Chief
Rich Brown, Lieutenant Casper Police

Attachments

Resolution

RESOLUTION NO. 20-220

A RESOLUTION SUPPLANTING RESOLUTION NO. 20-173
AND AUTHORIZING SUBMISSION OF A CORONAVIRUS
RELIEF GRANT APPLICATION TO THE STATE LOAN AND
INVESTMENT BOARD ON BEHALF OF THE GOVERNING
BODY FOR THE CITY OF CASPER FOR THE PURPOSE OF
PREVENTING THE SPREAD OF COVID-19

WHEREAS, the Governing Body for the City of Casper desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body for the City of Casper recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

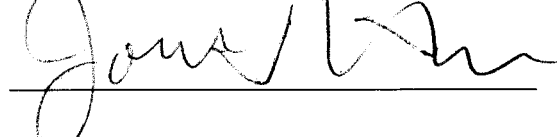
WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES ACT, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That a grant application in the amount of up to Fifteen Million Dollars shall be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application process to assist in funding and reimbursement for the prevention and mitigation of the spread of COVID-19.

BE IT FURTHER RESOLVED, that the City Manager is hereby designated as the authorized representative of the City of Casper to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED, AND ADOPTED this ____ day of November, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

November 9, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Amendment to the Fiscal Year 2021 Budget

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action Type

Resolution

Recommendation

That Council, by Resolution, authorize an amendment to the Fiscal Year 2021 Budget.

Summary

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

The budget amendment being proposed would be the third amendment to the originally adopted Fiscal Year 2020-2021 budget. If approved, this amendment would add \$1,700,000 of additional expenditure authority to the budget for the following project:

General Fund

Project: COVID -19 Emergency Response Funding \$1,700,000
Funding Source: Anticipated CARES Act Reimbursements

If approved, this amendment will provide funding for various equipment and services, as deemed necessary by the City Manager, to mitigate threats posed by the COVID-19 pandemic. Funding is anticipated to come from CARES Act grant dollars administered through the Wyoming State Land and Investment Board (SLIB).

Financial Considerations

Funding to come from unanticipated reimbursement grant revenues.

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments

Budget Amendment Resolution
Attachment A- Amendment Detail

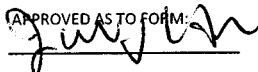
ATTACHMENT A		
FY 2021 BUDGET AMENDMENT #3		
	FUNDING	
	REQUESTED	<u>DESCRIPTION</u>
General Fund		
City Council	\$1,700,000	Supplemental COVID -19 Emergency Response
Total General Fund	\$1,700,000	

RESOLUTION NO. 20-221

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021						
(THIRD AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)						
Section 1. The originally adopted Fiscal Year 2021 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution.						
		Total Budget As Certified	Current Budget As Amended	Amendment BA #3	Total Budget As Amended	Amendment #3 Funding Source(s)
General Fund Revenues & Other Financing Sources						
Taxes	101	4,403,676	4,403,676		4,403,676	
Licenses & Permits	101	5,939,395	5,939,395		5,939,395	
Intergovernmental	101	27,949,549	27,949,549		27,949,549	
Fines and Forfeits	101	877,888	877,888		877,888	
Charges for Services	101	4,307,330	4,307,330		4,307,330	
Interest	101	372,655	372,655		372,655	
Miscellaneous	101	435,175	435,175		435,175	
Application of Cash	101	1,827,908	1,827,908		1,827,908	
Operating Transfers	101	0	0		0	
Total GF Revenues and Other Sources	101	46,113,576	46,113,576		46,113,576	
General Fund Expenditures & Other Financing Uses						
Public Safety	101	24,563,302	24,745,511		24,745,511	
Public Works	101	3,684,159	3,684,159		3,684,159	
Health and Social Services	101	1,028,612	1,028,612		1,028,612	
Culture and Recreation	101	2,749,884	2,753,245		2,753,245	
General Government	101	9,588,443	9,849,364	1,700,000	11,549,364	Anticipated CARES Act Funding
Transfers Out	101	4,499,175	4,499,175		4,499,175	
Total GF Activity Expenditures	101	46,113,576	46,560,066	1,700,000	48,260,066	
Business Type / Enterprises						
River Fund	106	63,402	201,567		201,567	
Weed & Pest	110	689,810	689,810		689,810	
CDBG	111	0	18,531		18,531	
Revolving Land Fund	113	42,462	42,462		42,462	
Perpetual Care	103	514,781	771,851		771,851	
Police Grants	114	421,566	421,566		421,566	
Special Fire Assistance	112	75,000	196,767		196,767	
CATC	115	2,720,846	2,722,646		2,722,646	
MPO	116	1,159,703	1,257,090		1,257,090	
Local Assessment Districts	104	160	160		160	
Capital Projects	150	8,710,310	27,037,893		27,037,893	
Opportunities Fund	102	1,004,922	1,164,922		1,164,922	
Water	201	14,936,837	20,469,817		20,469,817	
Sewer	203	6,812,274	8,395,591		8,395,591	
WWTP	204	13,575,565	18,523,055		18,523,055	
Refuse Collection	205	7,441,384	9,296,845		9,296,845	
Balefill	206	7,423,524	12,738,210		12,738,210	
Aquatics	221	761,071	1,055,096		1,055,096	
Golf Course	222	855,049	859,244		859,244	
Ice Arena	223	505,653	509,469		509,469	
Hogadon	225	867,605	870,178		870,178	
Casper Events Center	226	886,836	886,836		886,836	
Parking	227	117,240	123,877		123,877	
PSCC	117	2,721,891	2,917,329		2,917,329	
CWR Water System	202	3,352,237	3,372,145		3,372,145	
Casper Recreation Center	224	1,491,164	1,491,418		1,491,418	
Redevelop Loan Fund	130	50,000	50,000		50,000	
Fleet Maintenance	251	2,384,527	2,384,654		2,384,654	
Buildings & Structures	252	1,026,475	1,040,990		1,040,990	
Employee Health Insurance	253	2,364,525	2,364,525		2,364,525	
Property and Liability Insurance	254	1,867,320	1,972,588		1,972,588	
Metro Animal Shelter	105	1,426,918	1,450,638		1,450,638	
Total Gov Activities & Business Expenditures		132,384,633	171,857,837	1,700,000	173,557,837	

The Governing Body of the City of Casper hereby approves and adopts this "Third Amendment" to the fiscal year 2020-21 original adopted budget.

Passed this _____ day of _____
(Day) (Month/year)

APPROVED AS TO FORM:



ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

November 11, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Bradley and Charla Barclay

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with Bradley and Charla Barclay.

Summary

This contract provides Outside-City water service for a parcel of land located at 4550 SE Wyoming Blvd, Casper, Wyoming. The property will obtain water service by connecting to the new East Casper Zone 3 water line located north of SE Wyoming Blvd. A curb stop and meter pit will be located near the water main with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its May 23, 2018 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
Agreement
Commitment to Annex

Barclay

Contract for Outside-City Sewer Service

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this ____ day of _____, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Bradley and Charla Barclay, 4550 Southeast Wyoming Boulevard, Casper, Wyoming 82601; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" (attached hereto and made a part of this Agreement) being a portion of the NW1/4 SE1/4, Section 21, Township 33N, Range 79W of the 6th P.M., in Natrona County, Wyoming, with a physical address of 4550 Southeast Wyoming Boulevard, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 16-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted up to two (2), ¾-inch or 1-inch water service connections and meters to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The water service line curb box shall be installed within the utility easement of the transmission line located adjacent to the property. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.
- e. The Owner shall, at Owner's sole cost and expense, install a water service line from the meter pit to the Owner's property.

- f. The Owner shall own, operate and maintain the water service line beyond the curb box located at the water main.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101, et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and

Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized

courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Bradley and Charla Barclay
4550 SE Wyoming Blvd.
Casper, WY 82601

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tregger

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

OWNER:

Bradley Barclay
Bradley Barclay

Charla Barclay
Charla Barclay

The undersigned mortgagee for Bradley and Charla Barclay hereby agrees to, consents, and ratifies this agreement.

11-12-2020
Date

U.S. NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR CIM TRUST
2015-4AG MORTGAGE-BACKED NOTES, SERIES 2015-4AG, BY NATIONSTAR
MORTGAGE LLC, it's Attorney-In-Fact

MORTGAGEE

By:

Printed Name: Colleen Barnett

Title: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of August, 2020,
by Bradley Barclay.

(seal)

Cori Ruff
NOTARY PUBLIC

My commission expires: June 4, 2023

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of August, 2020,
by Charla Barclay.

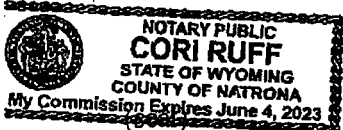
(seal)

Cori Ruff
NOTARY PUBLIC

My commission expires: June 4, 2023

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of August, 2020, by
Bradley Barclay and Charla Barclay as _____
of _____ the Mortgagee.

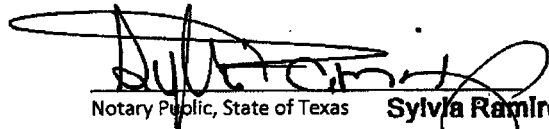


Cori Ruff
NOTARY PUBLIC

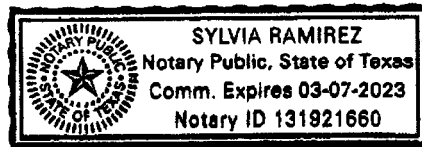
My commission expires: June 4, 2023

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me this 12 day of November, 2020 by
Colleen Barnett, Vice President of U.S. NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR CIM
TRUST 2015-4AG MORTGAGE-BACKED NOTES, SERIES 2015-4AG, BY NATIONSTAR MORTGAGE LLC, IT ATTORNEY-IN-FACT.


Notary Public, State of Texas **Sylvia Ramirez**

My Commission expires:
MAR 07 2023



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

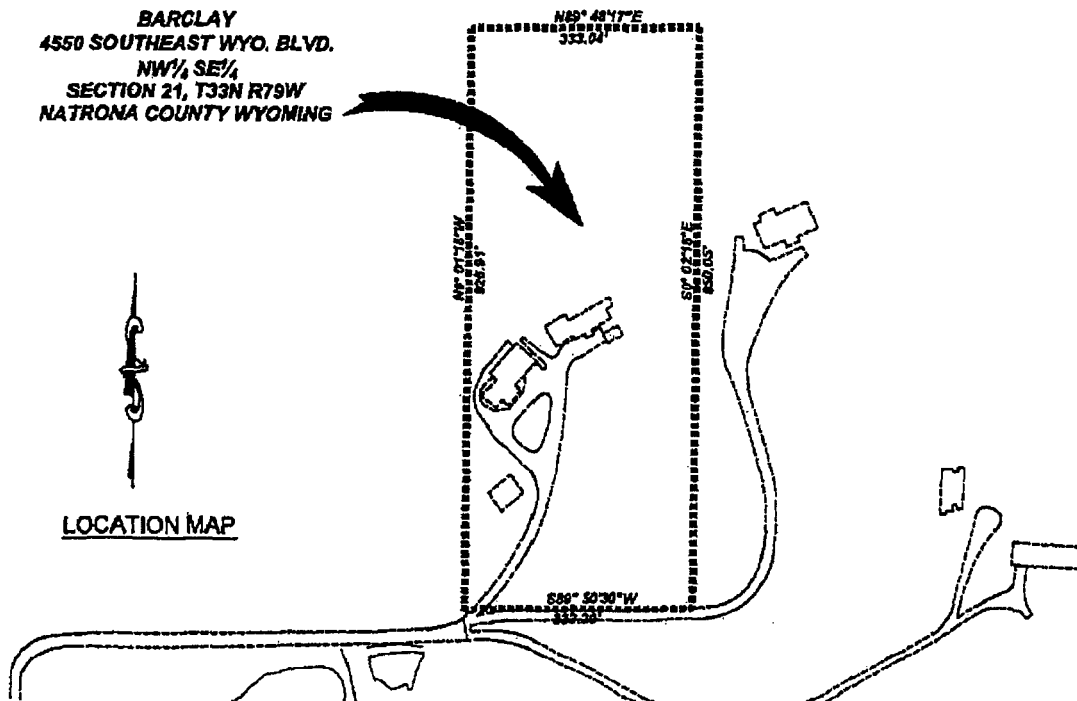
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

BARCLAY
4550 SOUTHEAST WYO. BLVD.
NW 1/4, SE 1/4
SECTION 21, T33N R79W
NATRONA COUNTY WYOMING

LOCATION MAP



VICINITY MAP

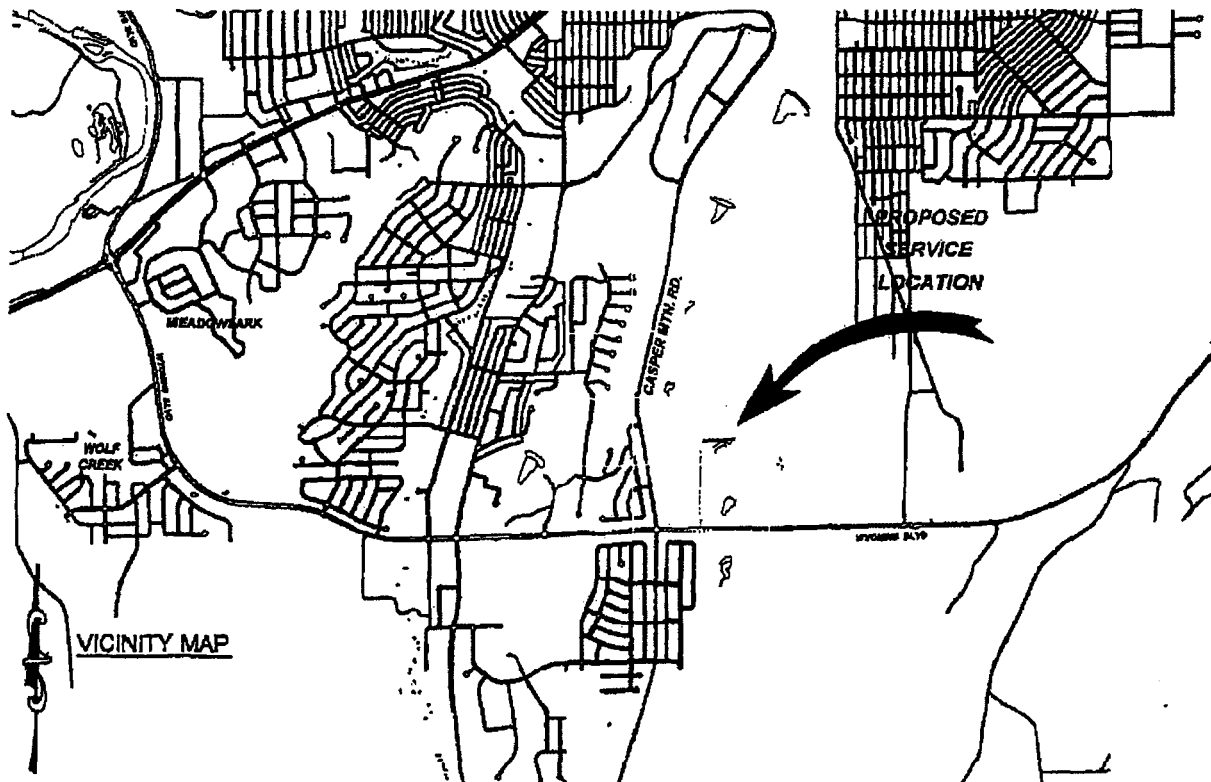


EXHIBIT "A"

A PARCEL BEING A PART OF THE NW $\frac{1}{4}$ SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6th P.M., IN HAYDEN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER (C 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 21, N. 89°49' E., 665.56 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N. 89°49' E., 333.065 FEET TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 0°05' W., 830.035 FEET TO A POINT AND THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S. 89°51' W., 333.065 FEET TO A POINT AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, W. 0°03' W., 849.78 FEET TO THE POINT OF BEGINNING.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Corporate/Partnership Form)

We, Bradley Barclay and Charla Barclay, respectively
the owner(s) and mortgagee of the following described real estate located in Natrona County, to-
wit:

**4550 SE WYOMING BLVD
NW1/4 SE1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST
CASPER, WYOMING NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made
a part of this document)**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the
annexation of the above-described property to the City of Casper, Wyoming at the request of the
Casper City Council or on a property owner's petition. The undersigned further waive any
statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and
shall be included in every sale, conveyance or mortgage involving the above-described property.
This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs,
successors, and assigns forever.

8/21/20
Date

Bradley Barclay
Bradley Barclay
OWNER

Aug 21, 2020
Date

Charla Barclay
Charla Barclay
OWNER U.S. NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR CIM TRUST
2015-4AG MORTGAGE-BACKED NOTES, SERIES 2015-4AG
BY NATIONSTAR MORTGAGE LLC, ATTORNEY-IN-FACT

11/5/2020
Date

[Signature]
MORTGAGEE

By: _____
Name: Colleen Barnett
Title: Vice President

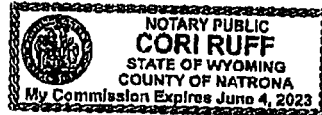
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of August,
2020, by Bradley Barclay as Owner.

SEAL

Cori Ruff
Notary Public

My commission expires: June 4, 2023



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of August,
2020, by Charla Barclay as Owner.

SEAL

Cori Ruff
Notary Public

My commission expires: June 4, 2023

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

This instrument was acknowledged before me this 21 day of August,
2020, by Bradley Barclay and Charla Barclay as _____ of
_____, MORTGAGEE.

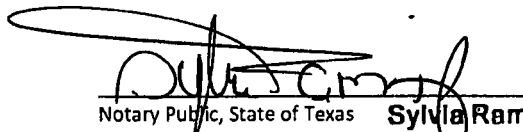
SEAL

Cori Ruff
Notary Public

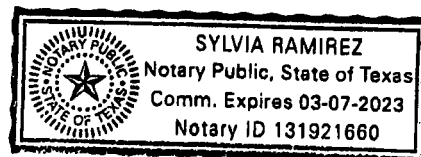
My commission expires: June 4, 2023

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me this 5 day of November, 2020 by
Colleen Barnett Vice President of U.S. NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR CIM
TRUST 2015-4AG MORTGAGE-BACKED NOTES, SERIES 2015-4AG, BY NATIONSTAR MORTGAGE LLC, IT ATTORNEY-IN-FACT.


Notary Public, State of Texas **Sylvia Ramirez**

My Commission expires:
MAR 07 2023



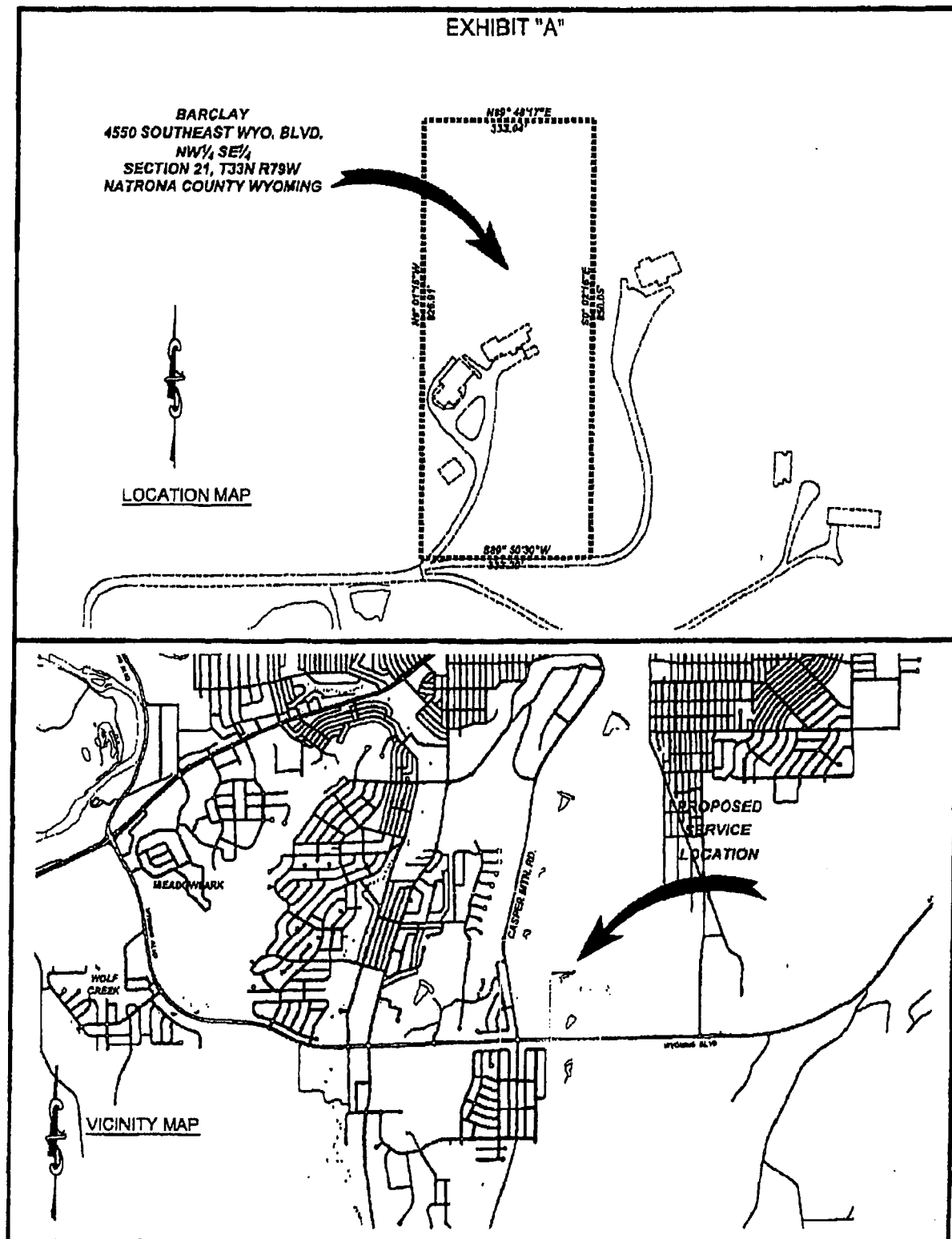


EXHIBIT "A"

A PARCEL BEING A PART OF THE NW $\frac{1}{4}$ SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., IN NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER (C 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 21, N. 89°49' E., 665.56 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N. 89°49' E., 333.065 FEET TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 0°05' W., 850.035 FEET TO A POINT AND THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S. 89°51' W., 333.065 FEET TO A POINT AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, W. 0°03' W., 849.78 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 20-222

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY WATER SERVICE WITH BRADLEY
BARCLAY AND CHARLA BARCLAY.

WHEREAS, Bradley Barclay and Charla Barclay have requested outside-City water service from the City of Casper; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Bradley Barclay and Charla Barclay, 4550 Southeast Wyoming Boulevard, Casper, Wyoming 82601.

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

November 10, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk ^{??}
Carla Mills-Laatsch, Licensing Specialist 
SUBJECT: Change of Corporate Ownership for Bar and Grill No. 1, Sriphaiboon, LLC,
d/b/a Dsasumo, Located at 320 West 1st Street.

Meeting Type & Date

Regular Council Meeting
November 17, 2020

Action type

Minute Action

Recommendation

That Council, by minute action, acknowledge a change in corporate ownership for Sriphaiboon, LLC, d/b/a Dsasumo, located at 320 West 1st Street.

Summary

The City has received notice of a change in ownership for the corporation that holds Bar and Grill Liquor License No. 1, Sriphaiboon, LLC, d/b/a Dsasumo, located at 320 West 1st Street.

Bar and Grill Liquor License No. 1 was owned by Kosin Srisombot, Siraprapa Ruttanapaibooncharoen, Methinee Rattanaphaibuncharoen and Onanong Srilophian. On October 31, 2020 Onanong Srilophian and Jesada Pirabun became the new owners with each having 50% of the membership interest. Sriphaiboon, LLC, d/b/a Dsasumo will remain the license holder at this address.

Ordinance 5.08.060 (A) states that corporate and limited liability company licensees and permittees shall advise the city council within thirty days in writing of any change in the information in any application required under this chapter. The city shall provide the commission a copy of the notification of change. The State Liquor Commission has been notified.

Financial Considerations

N/A

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Sriphaiboon

Sriphaiboon LLC
dba: Dsasumo Thai Sushi Restaurant
310 W 1st St
Casper Wyoming
82601

November 11, 2020

To Whom It May Concern:

This letter is to inform that we, Methinee Rattanaphaibuncharoen, Siraprapa Ruttanapaibooncharoen, and Kosin Srisombat are not the owners of Sriphaiboon LLC dba: Dsasumo Thai Sushi Restaurant. We sold our parts in the last 30 days.

Please feel free to contact us with any questions.

Regards,

Methinee R.

Methinee Rattanaphaibuncharoen

Siraprapa R.

Siraprapa Ruttanapaibooncharoen



Kosin Srisombat