

# COUNCIL MEETING AGENDA

**Casper City Council**  
**City Hall, Council Chambers**  
**Tuesday, July 20, 2021, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

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

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

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 6, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 14, 2021

4. CONSIDERATION OF MINUTES OF THE JULY 6, 2021 EXECUTIVE SESSION – SECURITY, PERSONNEL, W.S. § 16-4-405 (ix) CONFIDENTIAL BY LAW – ON-GOING INVESTIGATION, AND REAL ESTATE

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish August 3, 2021, as the Public Hearing Date for Consideration of:

- a. **Zone Change** of the **Back Nine Addition PUD** (Planned Unit Development) to R-2 (One Unit Residential), R-3 (One to Four Until Residential) and C-2 (General Business).
- b. Vacation, Replat and Zone Change Creating the **Trails West Estate No. 5 Addition.**
- c. New **Bar and Grill Liquor License** for Wyoming Downs OTB 12 LLC, d/b/a **Wyoming Downs OTB 12** Located at 1121 Wilkins Circle.
- d. New **Bar and Grill Liquor License** for Mouthful, LLC d/b/a **Mouthful**, Located at 136 East 2<sup>nd</sup> Street.

B. Consent

1. Establish August 17, 2021, as the Public Hearing Date for Consideration of:

- a. Board of Equalization for the Purpose of Considering an **Assessment Roll** for **Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements.**

8. PUBLIC HEARINGS

A. Ordinance

1. Review of Seven Ordinance Adopting the **Various 2021 Editions** of the **International Building Codes.**
  - a. 2021 International Building Code
  - b. 2021 International Residential Code
  - c. 2021 International Mechanical Code
  - d. 2021 International Plumbing Code
  - e. 2021 International Fuel Gas Code
  - f. 2021 International Existing Building Code
  - g. 2021 International Fire Code

8. PUBLIC HEARINGS (continued)

A. Ordinance

2. Updating and **Amending Chapter 5.08** of the Casper Municipal Code (**Alcoholic Beverages**).
3. **Amending Chapter 10.64** – Bicycles, Toy Vehicles, Etc., and Similar Devices (**Scooters**).

B. Minute Action

1. **New Bar & Grill Liquor License** for Grace Partners, LC dba **Spotlight Lounge**, Located at 128 East 2nd Street.
  - a. By Minute Action, **Postpone** the Public Hearing to a **Date Certain of August 3, 2021**.

9. SECOND READING ORDINANCE

A. Vacation and Replat Creating the **Kensington Heights Addition No. 4 Subdivision**.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Authorizing Consent to Sublease a **Wireless Communication Facility Located at 1903 North Poplar Street**.
2. Approving a Contract between **Visit Casper** and the City of Casper for the Purpose of Marketing the **40-Year Anniversary of the Ford Wyoming Center**.
3. Authorizing Acceptance of a Grant Award from the **Wyoming Office of the Attorney General Division of Victim Services**, in the Amount of \$87,890, to be Used for **Existing Salaries, Training, Operating Expenses, Emergency Assistance, Advertising, and Other Services Covered by the Grant**.
4. Authorizing a Lease Agreement with the **Casper Amateur Hockey Club** for the Use of the **Casper Ice Arena**.
5. Authorizing the Release of Certain **Local Assessment District Liens**.
6. Authorizing the Provider Agreement between **Natrona County, Wyoming**, the Natrona County Sheriff's Office, and the City of Casper Police Department for **Juvenile Detention Services**.

10. RESOLUTIONS (continued)

A. Consent

7. Approving the **Vacation and Replat Creating Glendale Addition No. 2.**
8. Authorizing a Professional Services Contract with **Wyoming Signs, LLC to Wrap Up to Twenty-Three Transit Buses**, in an Amount not to exceed \$149,150.

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

12. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, August 3, 2021– Council Chambers

6:00 p.m. Tuesday, August 17, 2021 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, July 27, 2021 –Council Meeting Room

4:30 p.m. Tuesday, August 10, 2021–Council Meeting Room

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
July 6, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:05 p.m., Tuesday, July 6, 2021. Present: Councilmembers Engebretsen, Gamroth, Johnson, Knell, Lutz, Pacheco, and Mayor Freel.

Moved by Councilmember Johnson, seconded by Councilmember Gamroth, to, by minute action, excuse the absence of Councilmembers Cathey and Pollock. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the June 15, 2021, regular Council meeting, as published in the Casper-Star Tribune on June 23, 2021. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Gamroth, seconded by Councilmember Engebretsen, to, by minute action, approve payment of the July 6, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 07/06/21		
307CllsnCntr	Services	985.87
5150TrsmDvlpmnt	Goods	708.33
6HGrp	Goods	1,434.33
71Const	Services	560.28
AbyMnfctrng	Goods	16,049.65
AMBI	Services	2,127.53
AAALndscpng	Services	630.00
AAkerSgns	Goods	6,307.65
Adecco	Services	1,730.04
AirSltns	Services	24,286.70
Airgas	Goods	241.26
AllncComm	Services	2,550.00
AllncElec	Services	7,631.57
Alsco	Services	1,985.48
AmrTech	Services	25,459.59
Amrgs	Goods	1,493.52
AquaSmrt	Goods	110,020.00
ArrwheadHeat	Services	505.67
ARSFlood	Services	10,488.17
Atlas	Goods	23,077.87
AceHrdwr	Goods	573.24

BCrook	Reimb	300.00
BWilladson	Reimb	300.00
Bar-Dsigns	Services	265.00
BargrnEllngsn	Goods	157.90
BestRbbrMulch	Goods	20,751.75
BigHrnTire	Goods	426.00
BlkHillsEnrgy	Utilities	5,766.20
BldrnLmbr	Goods	332.63
CarusCorp	Goods	13,243.50
CATC	Services	119,730.12
CsprElec	Goods	140.00
CsprFireExt	Goods	262.75
CsprNCHealth	Services	42,750.00
CsprStrTrb	Services	476.12
CsprTire	Services	1,655.00
CntrlWyoSnr	Services	10,623.45
CntryLnk	Utilities	2,031.91
CH2MHill	Goods	1,556.70
ChrtrComm	Services	140.62
ChldrnsAdvcy	Services	13,833.30
CAsbe	Services	1,400.00
CtyCspr	Services	601,500.22
CivilEng	Services	7,012.50
CMI	Services	26,177.38
COGolf&Turf	Services	13,047.70
CommTec	Services	1,755.88
Comtrnx	Services	1,778.00
Cnvrgn	Goods/Services	18,330.22
Core&Main	Goods	2,142.10
CrwnCnst	Services	148,981.37
Davis&Cannon	Services	5,000.00
DwsnInfrstrctr	Goods	4,067.00
DckrAuto	Services	1,024.18
Dell	Goods	181.53
DnnsSup	Goods	381.50
DvrgncCrtv	Services	580.00
DPCInd	Goods	14,228.55
Dustbustrs	Goods	101,656.69
E&FTow	Services	225.00
Empco	Services	1,620.00
EnrgyLabs	Services	2,641.00
Enviro&Civil	Services	213.81
ExprsSrves	Services	2,025.60
FalcnPump	Services	2,403.19
FrgsnEnt	Services	30.28

1stDataMrchnt	Services	39.90
FIB	Goods	35.74
FrontlnFireProtect	Services	875.00
GCBldgSply	Services	425.00
Galls	Goods	345.61
GilletteSteel	Goods	23,190.00
GlblEquip	Services	763.64
GldrAssoc	Services	9,463.75
Grngr	Goods	394.62
GrtrWyo	Services	1,001.18
HaassConst	Services	30,810.00
HrvrdDrug	Goods	1,019.22
HDREng	Services	22,018.80
HerclsInd	Services	112.58
HitekComm	Services	1,915.00
Homax	Goods	83,075.16
HonnenEquip	Services	3,694.08
InbrgMillr	Services	494.00
IndOrg	Goods	274.00
ISM	Services	10,087.50
Instltn&Srvs	Services	7,911.54
ITC	Services	33,403.73
JBrown	Reimb	111.08
JBuck	Reimb	53.00
JCarson	Services	292.00
JStowers	Reimb	133.15
JacobsEng	Services	70,009.02
Jeffers	Goods	106.60
JohnsenVet	Services	596.25
JohnnyApplseed	Services	320.00
KKofakis	Reimb	136.08
Kinsco	Goods	18,979.27
KnfRvr	Services	114,509.77
KubwtrRsres	Goods	5,618.85
LisaSpcNSpn	Services	320.00
MFraser	Reimb	150.00
MidwstLab	Services	375.00
MonsnJanitr	Services	5,937.20
Moore&Assoc	Services	5,892.37
Motion&Flow	Goods	90.17
MotrSol	Services	16,017.39
MtnStLitho	Services	2,242.18
MtnStPipe	Goods	12,781.71
MuniCode	Goods	450.00
MuniEmrg	Goods	10,810.00

MuniTrtmnt	Services	29,220.00
Napa	Goods	1,253.45
NCSO	Services	7,500.00
Norco	Goods	1,670.63
NordcSound	Services	1,366.25
NorthrnLights	Services	4,350.00
NWContractrs	Goods	3,790.80
OneCall	Services	159.00
PeakGeoSltns	Services	15,583.98
Pedens	Goods/Services	151.00
Pepsi	Goods	1,718.48
PillarStrctrlEng	Services	250.00
Post&Assoc	Services	4,720.00
PwrEquip	Goods	348.54
PwrSrvc	Services	24,479.21
ProTecAutoBdy	Services	1,690.40
ProfrMrktng	Goods	4,561.18
RMoore	Reimb	37.78
Rexel	Goods	2,729.73
Ricoh	Services	329.35
RinkSystms	Goods	1,432.00
RckyMtnAirSol	Goods	22.40
RckyMtnPwr	Utilities	93,381.21
RckyMtnFire	Services	13,060.00
RogueMchncl	Services	4,230.00
RootrSwr	Services	916.05
SShipman	Reimb	150.00
SaltusTech	Goods	3,500.00
ShrwnWllms	Goods	251.35
ShshnDist	Services	1,686.50
SofFall	Services	5,050.00
SpareLabs	Services	34,750.00
StofWyo-Notary	Dues	30.00
StlineNo7	Services	22,915.25
SummitElec	Services	4,056.06
SunCntryDist	Goods	10,264.99
Tzagrabelny	Reimb	500.00
Thtchr	Goods	9,133.05
TopOffc	Goods	291.75
TriStTrk	Rental	4,125.00
Trihydro	Services	1,170.00
TweedsWhls	Goods	833.25
TylerTech	Services	5,650.00
Uline	Goods	170.78
Unfrms2Gear	Goods	537.46

UofWyo	Services	120.00
ValorConst	Services	22,087.50
VaughnStphn	Services	100.00
Vrzn	Services	1,816.31
VRC	Services	340.28
WEastin	Reimb	66.21
WGonzales	Reimb	294.27
WynClmnCnst	Services	55,145.69
WearPrts	Goods	418.37
WestPlnsEng	Services	2,950.00
WstrnRsrch	Goods	2,131.70
WLCEng	Services	12,893.63
WyoLawEnf	Services	138.50
WyoMchnry	Services	12,915.07
WyComp	Services	1,372.00
Wyo1stAid	Goods	119.72
WyoLowVltg	Goods	413.00
Xerox	Goods	38.96
XtrmLndscpng	Services	264.06
ZohoCorp	Services	1,944.00
Total		2,368,860.69

5. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

6. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Johnson, seconded by Councilmember Gamroth, to, by minute action: establish July 20, 2021, as the public hearing date for the consideration of seven ordinances adopting the various 2021 editions of the International Building Codes; update and amend Chapter 5.08 of the Casper Municipal Code (Alcoholic Beverages); amend Chapter 10.64 – Bicycles, Toy Vehicles, Etc., and Similar Devices (Scooters); and issuance of new Bar & Grill No. 13 for Grace Partners, LC dba Spotlight Lounge, located at 128 East 2nd Street. Councilmember Engebretsen voted nay on the International Building Codes. Motion passed.

7. PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation and replat creating the Kensington Heights Addition No. 4.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated June 23, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 17, 2021. City Manager Napier provided a brief report.

Speaking in support was: Jason Lewis 421 S. Center.

There being no others to speak for or against the issues involving Kensington Heights Addition No. 4, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 16-21  
AN ORDINANCE APPROVING THE VACATION AND  
REPLAT, CREATING THE KENSINGTON HEIGHTS  
ADDITION NO. 4 SUBDIVISION.

Vice Mayor Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmember Engebretsen and Mayor Freel abstained. Motion passed.

8. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-93

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES ENGAGEMENT LETTER FOR PROFESSIONAL SERVICES WITH PORTER, MUIRHEAD, CORNIA, HOWARD (PMCH) FOR THE FY2021 FINANCIAL STATEMENT AUDIT AND FY2021 AUDIT OF FEDERAL PROGRAMS.

RESOLUTION NO. 21-94

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2022 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE COLLEGE DRIVE MULTI-USE PATHWAY PROJECT.

RESOLUTION NO. 21-95

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER MIDGET FOOTBALL ASSOCIATION, FOR USE OF THE WASHINGTON PARK BALLFIELD; GEORGE TANI BALLFIELD, AND THE NORTH CASPER BALLFIELD COMPLEX — SOCCER FIELD 12/MIDGET FOOTBALL FIELD.

RESOLUTION NO. 21-96

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE BOYS & GIRLS CLUBS OF CENTRAL WYOMING, INC., FOR USE OF NORTH CASPER BALLFIELD COMPLEX BALLFIELDS 1, 2, 3, 4, 5 AND NORTH CASPER COMPLEX SOCCER FIELD #11.

RESOLUTION NO. 21-97

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING GOVERNOR'S BIG GAME LICENSE COALITION.

RESOLUTION NO. 21-98  
A RESOLUTION AUTHORIZING THE PURCHASE OF  
TWENTY-EIGHT POLICE RADIOS FROM MOTOROLA  
SOLUTIONS, INC.

Councilmember Johnson presented the foregoing six (6) resolutions for adoption. Seconded by Councilmember Lutz. Motion passed.

9. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on upcoming meetings and events as well as those they attended.

10. 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, July 13, 2021, in the Council meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 20, 2021, in the Council Chambers.

At 6:24 p.m., it was moved Councilmember Knell, seconded by Councilmember Lutz, to adjourn into executive session to discuss security, personnel, on-going investigation, and real estate. Motion passed. Council moved into the Council meeting room.

At 8:32 p.m., it was moved by Councilmember Lutz, seconded by Councilmember Knell, to adjourn the executive session. Motion passed. Council returned to the Council Chambers.

11. ADJOURNMENT

At 8:32 p.m., it was moved by Vice Mayor Pacheco, seconded by Councilmember 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

# City of Casper - Bills and Claims for July 20, 2021

## 2COCOM PDFREDUCER.OR

2COCOM PDFREDUCER.OR	Information Services	Orpalis PDF Reducer Software Sales Tax Refund	(\$9.95)
2COCOM PDFREDUCER.OR	Information Services	Orpalis PDF Reducer Software	\$208.95
<i>2COCOM PDFREDUCER.OR - Total For Information Services</i>			<i>\$199.00</i>
<b>2COCOM PDFREDUCER.OR - ALL DEPARTMENTS</b>			<b>\$199.00</b>

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Vehicle repair	\$1,482.00
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$1,482.00</i>
<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$1,482.00</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$314.36
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$310.30
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$624.66</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$624.66</b>

## A&B CONSTRUCTION LTD

A&B CONSTRUCTION LTD	Property Insurance Fund	Cover repairs to Ice slicer bu	\$33,250.00
<i>A&amp;B CONSTRUCTION LTD - Total For Property Insurance Fund</i>			<i>\$33,250.00</i>
<b>A&amp;B CONSTRUCTION LTD - ALL DEPARTMENTS</b>			<b>\$33,250.00</b>

## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$835.02
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$619.22
<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			<i>\$1,454.24</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage/ mailing service	\$39.52
<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$39.52</i>
A.M.B.I. & SHIPPING,	Public Transit - CARES Act	Postage / mailing service	\$50.97
<i>A.M.B.I. &amp; SHIPPING, - Total For Public Transit - CARES Act</i>			<i>\$50.97</i>

**A.M.B.I. & SHIPPING, - ALL DEPARTMENTS**

\$1,544.73

**ABI ATTACHMENTS**

ABI ATTACHMENTS	Rec Center - Sports Programs	Aerator Attachment for our ABI Force Infield Ma	\$2,475.57
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<i>ABI ATTACHMENTS - Total For Rec Center - Sports Programs</i>			<i>\$2,475.57</i>
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<b>ABI ATTACHMENTS - ALL DEPARTMENTS</b>			<b>\$2,475.57</b>
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**ABRASIVE MANAGEMENT**

ABRASIVE MANAGEMENT	Police Career Services	Advanced tactics training course	\$6,000.00
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<i>ABRASIVE MANAGEMENT - Total For Police Career Services</i>			<i>\$6,000.00</i>
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<b>ABRASIVE MANAGEMENT - ALL DEPARTMENTS</b>			<b>\$6,000.00</b>
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**ACCENT PACKAGING INC**

ACCENT PACKAGING INC	Balefill - Baler Processing	Baler Bags	\$49,824.00
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<i>ACCENT PACKAGING INC - Total For Balefill - Baler Processing</i>			<i>\$49,824.00</i>
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ACCENT PACKAGING INC	Refuse - Recycling	Tying wire	\$1,952.94
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<i>ACCENT PACKAGING INC - Total For Refuse - Recycling</i>			<i>\$1,952.94</i>
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<b>ACCENT PACKAGING INC - ALL DEPARTMENTS</b>			<b>\$51,776.94</b>
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**ADAMSON POLICE PRODU**

ADAMSON POLICE PRODU	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$1,220.00
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<i>ADAMSON POLICE PRODU - Total For Police Administration</i>			<i>\$1,220.00</i>
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<b>ADAMSON POLICE PRODU - ALL DEPARTMENTS</b>			<b>\$1,220.00</b>
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**ADECCO USA, INC.**

ADECCO USA, INC.	Balefill - Disposal & Landfill	Adecco hand at baler bldg	\$236.00
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<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$236.00</i>
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<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$236.00</b>
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**AIRGAS USA LLC**

AIRGAS USA LLC	Balefill - Baler Processing	PPE - baler bldg	\$405.21
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AIRGAS USA LLC - Total For Balefill - Baler Processing			\$405.21
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$405.21</b>
<b>ALBERTSONS #0062</b>			
ALBERTSONS #0062	Rec Center - Classes	GROCERY STORES, SUPERMARKETS Camp and C	\$24.75
ALBERTSONS #0062 - Total For Rec Center - Classes			\$24.75
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$24.75</b>
<b>ALPINE MOTOR SPORTS</b>			
ALPINE MOTOR SPORTS	Weed & Pest Fund	Automobile parts	\$606.37
ALPINE MOTOR SPORTS - Total For Weed & Pest Fund			\$606.37
<b>ALPINE MOTOR SPORTS - ALL DEPARTMENTS</b>			<b>\$606.37</b>
<b>ALSCO</b>			
ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$121.62
ALSCO - Total For Balefill - Baler Processing			\$121.62
ALSCO	Balefill - Disposal & Landfill	Mat/rug service	\$56.77
ALSCO	Balefill - Disposal & Landfill	Uniform laundry service	\$121.62
ALSCO	Balefill - Disposal & Landfill	Mat/rug service	\$53.25
ALSCO	Balefill - Disposal & Landfill	Rug / mat service	\$53.25
ALSCO - Total For Balefill - Disposal & Landfill			\$284.89
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$129.79
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$172.54
ALSCO	Fleet Maintenance Fund	Uniform laundry service	\$172.54
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$129.79
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$129.79
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$173.56
ALSCO	Fleet Maintenance Fund	Uniform / laundry service	\$172.54
ALSCO - Total For Fleet Maintenance Fund			\$1,080.55
ALSCO	Refuse - Residential	Uniform laundry service	\$91.20
ALSCO	Refuse - Residential	Professional Laundry Services	\$91.20
ALSCO - Total For Refuse - Residential			\$182.40
ALSCO	Regional Water Operations	Professional Laundry Services	\$61.55

<i>ALSCO - Total For Regional Water Operations</i>			<i>\$61.55</i>
ALSCO	Sewer Wastewater Collection Professional Laundry Services		\$60.86
ALSCO	Sewer Wastewater Collection Professional Laundry Services		\$60.86
ALSCO	Sewer Wastewater Collection Laundry/Uniform service		\$59.66
ALSCO	Sewer Wastewater Collection Laundry/Uniform service		\$60.86
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$242.24</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$127.28
ALSCO	Streets	Professional Laundry Services	\$119.12
ALSCO	Streets	Professional Laundry Services	\$134.42
<i>ALSCO - Total For Streets</i>			<i>\$640.48</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
<i>ALSCO - Total For WWTP Operations</i>			<i>\$302.92</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$2,916.65</b>

## AMAZON.COM 294232LG1

AMAZON.COM 294232LG1	Rec Center - Operations	BOOK STORES Radios for CRC Communication	\$799.98
<i>AMAZON.COM 294232LG1 - Total For Rec Center - Operations</i>			<i>\$799.98</i>
<b>AMAZON.COM 294232LG1 - ALL DEPARTMENTS</b>			<b>\$799.98</b>

## AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$120.00
AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$120.00
AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$40.00
<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			<i>\$280.00</i>
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$360.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$120.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$120.00
AMERICAN RED CROSS	Aquatics - Pool	WSI Certification	\$117.00
AMERICAN RED CROSS	Aquatics - Pool	WSI Certification	\$156.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$320.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$320.00

AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$40.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$80.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$80.00
AMERICAN RED CROSS	Aquatics - Pool	WSI Certification	\$117.00
AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$80.00
<i>AMERICAN RED CROSS - Total For Aquatics - Pool</i>			<i>\$1,910.00</i>
AMERICAN RED CROSS	Rec Center - Classes	CPR Training for CRC Staff	\$352.00
AMERICAN RED CROSS	Rec Center - Classes	CRP Summer Leaders CRC	\$352.00
<i>AMERICAN RED CROSS - Total For Rec Center - Classes</i>			<i>\$704.00</i>
<b>AMERICAN RED CROSS - ALL DEPARTMENTS</b>			<b>\$2,894.00</b>

## AMERICANA SOUVENIERS

AMERICANA SOUVENIERS	General Fund Revenue	Assorted souvenirs for resale in museum store	\$745.62
<i>AMERICANA SOUVENIERS - Total For General Fund Revenue</i>			<i>\$745.62</i>
<b>AMERICANA SOUVENIERS - ALL DEPARTMENTS</b>			<b>\$745.62</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane bottle refills	\$169.29
AMERIGAS - CASPER	Balefill - Baler Processing	Propane bottle refills	\$294.29
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$463.58</i>
AMERIGAS - CASPER	Regional Water Operations	propane for the fork lift	\$7.92
<i>AMERIGAS - CASPER - Total For Regional Water Operations</i>			<i>\$7.92</i>
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$471.50</b>

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	Roller assembly	\$1,022.46
AMERI-TECH EQUIPMENT	Refuse - Commercial	Trailer hitch	\$237.00
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$1,259.46</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	Tool box	\$282.50
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$282.50</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$1,541.96</b>

## AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Disposable Gloves	\$959.92
AMZN Mktp US	Aquatics - Operations	TV Wall Mount for Conference Room	\$95.32
AMZN Mktp US	Aquatics - Operations	TV's for the Conference Room	\$1,399.98
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$2,455.22</i>
AMZN Mktp US	Balefill - Disposal & Landfill	SMALL TRASH CANS	\$77.94
<i>AMZN Mktp US - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$77.94</i>
AMZN Mktp US	Police Career Services	BOOK STORES	\$587.07
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$587.07</i>
AMZN Mktp US	Police Federal Grants	BOOK STORES	\$30.99
AMZN Mktp US	Police Federal Grants	BOOK STORES	\$108.92
<i>AMZN Mktp US - Total For Police Federal Grants</i>			<i>\$139.91</i>
AMZN Mktp US	Police Investigations	BOOK STORES	\$159.69
AMZN Mktp US	Police Investigations	BOOK STORES	\$634.95
AMZN Mktp US	Police Investigations	BOOK STORES	\$809.55
AMZN Mktp US	Police Investigations	BOOK STORES	\$1,387.72
<i>AMZN Mktp US - Total For Police Investigations</i>			<i>\$2,991.91</i>
AMZN Mktp US	Police State Grants	BOOK STORES	\$118.34
AMZN Mktp US	Police State Grants	BOOK STORES	\$49.54
AMZN Mktp US	Police State Grants	BOOK STORES	\$12.98
AMZN Mktp US	Police State Grants	BOOK STORES	\$81.46
<i>AMZN Mktp US - Total For Police State Grants</i>			<i>\$262.32</i>
AMZN Mktp US	Rec Center - Admin	BOOK STORES Card Printing Materials for CRC	\$513.79
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$513.79</i>
AMZN Mktp US	Rec Center - Classes	CRC Supplies	\$74.95
AMZN Mktp US	Rec Center - Classes	Camp supplies	\$139.90
AMZN Mktp US	Rec Center - Classes	CRC Program	\$299.95
AMZN Mktp US	Rec Center - Classes	CRC Art /Programs	\$89.99
AMZN Mktp US	Rec Center - Classes	Art CRC	\$109.98
AMZN Mktp US	Rec Center - Classes	CRC Supplies	\$14.99
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$729.76</i>
AMZN Mktp US	Rec Center - Operations	Custodial Supplies	\$37.52
AMZN Mktp US	Rec Center - Operations	Custodial Supplies	\$42.98
AMZN Mktp US	Rec Center - Operations	Custodial Containers & Supplies	\$49.24
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$129.74</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$7,887.66</b>

## ANDERSON SEISMOGRAPH

ANDERSON SEISMOGRAPH	Water Distribution	Replace & sharpen carbide; hole tap, core bits	\$95.00
<i>ANDERSON SEISMOGRAPH - Total For Water Distribution</i>			<i>\$95.00</i>
<b>ANDERSON SEISMOGRAPH - ALL DEPARTMENTS</b>			<b>\$95.00</b>

## APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	iCloud Storage	\$0.99
APPLE COMPUTER, INC.	Fire-EMS Administration	Training program for CH2 iPad	\$5.24
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			<i>\$6.23</i>
<b>APPLE COMPUTER, INC. - ALL DEPARTMENTS</b>			<b>\$6.23</b>

## ARS FLOOD & FIRE CLE

ARS FLOOD & FIRE CLE	Property Insurance Fund	Claim #2021040	\$22,687.50
<i>ARS FLOOD &amp; FIRE CLE - Total For Property Insurance Fund</i>			<i>\$22,687.50</i>
<b>ARS FLOOD &amp; FIRE CLE - ALL DEPARTMENTS</b>			<b>\$22,687.50</b>

## AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$161.69
<i>AT&amp;T 051221271100 - Total For Public Safety Communications</i>			<i>\$161.69</i>
<b>AT&amp;T 051221271100 - ALL DEPARTMENTS</b>			<b>\$161.69</b>

## AT&T BILL PAYMENT

AT&T BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$280.28
<i>AT&amp;T BILL PAYMENT - Total For Water Distribution</i>			<i>\$280.28</i>
<b>AT&amp;T BILL PAYMENT - ALL DEPARTMENTS</b>			<b>\$280.28</b>

## AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$10,022.85
<i>AT&amp;T PREMIER EBIL - Total For Police Administration</i>			<i>\$10,022.85</i>
<b>AT&amp;T PREMIER EBIL - ALL DEPARTMENTS</b>			<b>\$10,022.85</b>

## ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Property Insurance Fund	Electric work on street light	\$8,064.49
<i>ATLANTIC ELECTRIC, I - Total For Property Insurance Fund</i>			<i>\$8,064.49</i>
ATLANTIC ELECTRIC, I	Traffic Control	FY21-24 Luminaire Services	\$11,042.00
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			<i>\$11,042.00</i>
<b>ATLANTIC ELECTRIC, I - ALL DEPARTMENTS</b>			<b>\$19,106.49</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$1.80
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$1.41
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$78.59
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$81.80</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$19.26
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			<i>\$19.26</i>
ATLAS OFFICE PRODUCT	City Attorney	End of fiscal year office items	\$2,765.74
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$2,765.74</i>
ATLAS OFFICE PRODUCT	Finance	COPY PAPER	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$66.98</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$187.60
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$187.60</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	COPY PAPER	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$66.98</i>
ATLAS OFFICE PRODUCT	Human Resources	COPY PAPER	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$66.98</i>
ATLAS OFFICE PRODUCT	Information Services	Printer Toner	\$540.33
ATLAS OFFICE PRODUCT	Information Services	Plotter paper, batteries, markers.	\$289.40
ATLAS OFFICE PRODUCT	Information Services	Office chair for Wyskup.	\$208.25
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$1,037.98</i>
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$1,967.58
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			<i>\$1,967.58</i>
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$165.24
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$16.64
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$61.73
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$10.44

ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$552.79
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$58.50
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - CARES Act</i>			<i>\$865.34</i>
ATLAS OFFICE PRODUCT	Rec Center - Admin	CARTRIDGES	\$1,110.47
ATLAS OFFICE PRODUCT	Rec Center - Admin	CARTRIDGE	\$101.79
ATLAS OFFICE PRODUCT	Rec Center - Admin	CARTRIDGES	\$499.91
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Admin</i>			<i>\$1,712.17</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Trash Bags	\$47.92
ATLAS OFFICE PRODUCT	Regional Water Operations	Bounty Towels	\$141.54
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$189.46</i>
ATLAS OFFICE PRODUCT	Risk Management	COPY PAPER	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$66.98</i>
ATLAS OFFICE PRODUCT	Water Distribution	MOP	\$17.60
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$17.60</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$9,112.45</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Baler bldg operating supplies	\$44.57
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Rake bow fiber	\$43.98
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Baler operating supplies	\$210.03
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$298.58</i>
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Special waste operating supplies	\$65.96
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion &amp; Special</i>			<i>\$65.96</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$364.54</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies	\$21.57
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			<i>\$21.57</i>
BAILEYS ACE HDWE	Rec Center - Operations	HARDWARE STORES custodial supplies/repair/p	\$23.75
<i>BAILEYS ACE HDWE - Total For Rec Center - Operations</i>			<i>\$23.75</i>
BAILEYS ACE HDWE	Water Meters	Bushings, couplings, hose w/shutoff, leader hos	\$38.55
<i>BAILEYS ACE HDWE - Total For Water Meters</i>			<i>\$38.55</i>
BAILEYS ACE HDWE	WWTP Operations	Cleaning supplies	\$14.97
BAILEYS ACE HDWE	WWTP Operations	Lawn care	\$44.97

BAILEYS ACE HDWE	WWTP Operations	Soap	\$20.97
BAILEYS ACE HDWE	WWTP Operations	Drill bit	\$54.99
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$135.90</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$219.77</b>

## BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	Service call & tire repair	\$300.00
BIG HORN TIRE	Balefill - Disposal & Landfill	OTR repair cost	\$750.00
<i>BIG HORN TIRE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,050.00</i>
<b>BIG HORN TIRE - ALL DEPARTMENTS</b>			<b>\$1,050.00</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	\$801.02
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$801.02</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$801.02</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$353.98
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Credit	(\$264.03)
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$89.95</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$89.95</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$3.86
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$8.61
<i>BLOEDORN LUMBER CO - Total For Buildings &amp; Structures Fund</i>			<i>\$12.47</i>
BLOEDORN LUMBER CO	Fire-EMS Operations	Lumber for fire training	\$92.28
<i>BLOEDORN LUMBER CO - Total For Fire-EMS Operations</i>			<i>\$92.28</i>
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$104.75</b>

## BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Sewer Stormwater	Scoot the poop radio ads	\$1,000.00
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BRECK MEDIA GROUP WY - Total For Sewer Stormwater	\$1,000.00
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<b>BRECK MEDIA GROUP WY - ALL DEPARTMENTS</b>	<b>\$1,000.00</b>
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## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/4/21	\$10,713.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/14/21 BPI156051	\$10,234.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/15/21 BPI156052	\$10,361.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,638.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,339.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,493.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,946.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,418.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,220.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/7/21	\$11,105.30
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,300.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/14/21	\$10,352.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,150.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,559.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride Shipped 6/9/21	\$10,647.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,392.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,528.90

<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$178,406.10</i>
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BRENNTAG PACIFIC, IN	WWTP Operations	Ferric chloride delivery at WWTP	\$13,046.82
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<i>BRENNTAG PACIFIC, IN - Total For WWTP Operations</i>			<i>\$13,046.82</i>
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<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>	<b>\$191,452.92</b>
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## BRIDGER STEEL CASPER

BRIDGER STEEL CASPER	Balefill - Baler Processing	BALER BLDG SUPPLIES	\$68.61
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<i>BRIDGER STEEL CASPER - Total For Balefill - Baler Processing</i>			<i>\$68.61</i>
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<b>BRIDGER STEEL CASPER - ALL DEPARTMENTS</b>	<b>\$68.61</b>
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## BRIDGESTONE SPORTS U

BRIDGESTONE SPORTS U	Golf	Inventory- Golf Balls	\$202.80
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BRIDGESTONE SPORTS U - Total For Golf	\$202.80
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<b>BRIDGESTONE SPORTS U - ALL DEPARTMENTS</b>	<b>\$202.80</b>
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## BSN SPORTS LLC

BSN SPORTS LLC	Parks - Parks Maint.	Field Drags	\$907.95
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BSN SPORTS LLC - Total For Parks - Parks Maint.	\$907.95
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<b>BSN SPORTS LLC - ALL DEPARTMENTS</b>	<b>\$907.95</b>
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## BUFFALO BRAND SEED L

BUFFALO BRAND SEED L	Weed & Pest Fund	Seed	\$257.44
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BUFFALO BRAND SEED L - Total For Weed & Pest Fund	\$257.44
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<b>BUFFALO BRAND SEED L - ALL DEPARTMENTS</b>	<b>\$257.44</b>
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## CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$491.96
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CAMPBELL PET COMPANY - Total For Metro Animal Shelter	\$491.96
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<b>CAMPBELL PET COMPANY - ALL DEPARTMENTS</b>	<b>\$491.96</b>
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## CANTINA GRILL B

CANTINA GRILL B	Fire-EMS Training	EATING PLACES, RESTAURANTS	\$21.06
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CANTINA GRILL B - Total For Fire-EMS Training	\$21.06
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<b>CANTINA GRILL B - ALL DEPARTMENTS</b>	<b>\$21.06</b>
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## CASELLE, INC.

CASELLE, INC.	Customer Service	July 2021 Contract Support & Maintenance	\$75.00
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CASELLE, INC.	Customer Service	August 2021 Contract Support & Maintenance	\$75.00
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CASELLE, INC. - Total For Customer Service	\$150.00
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<b>CASELLE, INC. - ALL DEPARTMENTS</b>	<b>\$150.00</b>
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## CASPAR BUILDING SYST

CASPAR BUILDING SYST	Balefill - Disposal & Landfill	Baler bldg breakroom remodel	\$98,393.34
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CASPAR BUILDING SYST - Total For Balefill - Disposal & Landfill	\$98,393.34
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<b>CASPAR BUILDING SYST - ALL DEPARTMENTS</b>	<b>\$98,393.34</b>
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## CASPER COLLEGE

CASPER COLLEGE	Police Administration	A Cook / R Lowry	\$5.01
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CASPER COLLEGE - Total For Police Administration	\$5.01
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CASPER COLLEGE	Police Patrol	A Cook / R Lowry	\$2,460.99
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CASPER COLLEGE - Total For Police Patrol	\$2,460.99
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<b>CASPER COLLEGE - ALL DEPARTMENTS</b>	<b>\$2,466.00</b>
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## CASPER MONUMENTS

CASPER MONUMENTS	Risk Management	Re-set / clean monuments	\$600.00
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CASPER MONUMENTS - Total For Risk Management	\$600.00
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<b>CASPER MONUMENTS - ALL DEPARTMENTS</b>	<b>\$600.00</b>
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## CASPER SOCCER CLUB

CASPER SOCCER CLUB	Rec Center	Deposit refund from Spring Rec League permit	\$500.00
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CASPER SOCCER CLUB - Total For Rec Center	\$500.00
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<b>CASPER SOCCER CLUB - ALL DEPARTMENTS</b>	<b>\$500.00</b>
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## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	June 15 Council Meeting Minutes Publication - p	\$1,942.60
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CASPER STAR TRIBUNE	City Clerk	June 15 Council Meeting Minutes Publication - p	\$1,954.60
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CASPER STAR TRIBUNE - Total For City Clerk	\$3,897.20
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<b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>	<b>\$3,897.20</b>
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## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Notice of final payment advertising	\$153.08
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CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill	\$153.08
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-Notice of final payment to contracto	\$223.12
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-notice of final payment to contracto	\$223.12
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-Notice of final payment to contracto	\$149.92
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<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$596.16</i>
CASPER STAR-TRIBUNE,	Code Enforcement	Casper city council notice	\$76.72
<i>CASPER STAR-TRIBUNE, - Total For Code Enforcement</i>			<i>\$76.72</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	Public meeting/comment advertising	\$395.00
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$395.00</i>
CASPER STAR-TRIBUNE,	Sewer Stormwater	Newspaper and online advertising	\$1,584.60
<i>CASPER STAR-TRIBUNE, - Total For Sewer Stormwater</i>			<i>\$1,584.60</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$2,805.56</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat tire repair	\$50.00
CASPER TIRE	Refuse - Commercial	Flat tire repair	\$60.00
CASPER TIRE	Refuse - Commercial	Flat tire repair	\$154.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$264.00</i>
CASPER TIRE	Refuse - Residential	Flat tire repair	\$70.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$70.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$334.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Hot tub at Aquatics Center	\$314.10
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall	\$431.95
CASPER WINNELSON CO	Buildings & Structures Fund	Steamer repair supplies for Rec Center	\$300.71
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for City Hall	\$45.65
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,092.41</i>
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Lansing Field	\$16.44
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Senior Center	\$31.01
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$47.45</i>
CASPER WINNELSON CO	WWTP Operations	general supplies	\$32.24
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$32.24</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,172.10</b>

## CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$15.00
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CASPER/NATRONA COUNT - Total For Police Career Services	\$15.00
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<b>CASPER/NATRONA COUNT - ALL DEPARTMENTS</b>	<b>\$15.00</b>
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## CELLEBRITE INC

CELLEBRITE INC	Police Career Services	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	\$3,850.00
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CELLEBRITE INC - Total For Police Career Services	\$3,850.00
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<b>CELLEBRITE INC - ALL DEPARTMENTS</b>	<b>\$3,850.00</b>
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## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	June 2021 Wholesale water	282,521.25
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CENTRAL WY. REGIONAL - Total For Water Administration	\$1,282,521.25
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CENTRAL WY. REGIONAL	Water Revenue and Transfers	June 2021 system investment charges	\$53,463.00
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CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers	\$53,463.00
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<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>	<b>\$1,335,984.25</b>
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## CENTRAL WY. RESCUE M

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

CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$65.87
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CENTURYLINK - Total For Balefill - Disposal & Landfill	\$65.87
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CENTURYLINK	Finance	Acct #307-235-8290 915B	\$45.15
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CENTURYLINK - Total For Finance	\$45.15
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CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$497.48
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CENTURYLINK - Total For Fire-EMS Administration	\$497.48
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CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$151.72
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CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$151.90
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CENTURYLINK - Total For Fleet Maintenance Fund	\$303.62
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CENTURYLINK	Metro Animal Shelter	Acct #P-307-632-4759 643M	\$301.39
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CENTURYLINK - Total For Metro Animal Shelter	\$301.39
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CENTURYLINK	Parks - Parks Maint.	Acct #307-237-7808 111B	\$53.16
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CENTURYLINK	Parks - Parks Maint.	Acct #P-307-234-6734 889M	\$122.29
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$175.45
CENTURYLINK	Planning	Acct #P-307-234-6076 866M	\$65.22
<i>CENTURYLINK - Total For Planning</i>			\$65.22
CENTURYLINK	Streets	Acct #P-307-111-5105 138M	\$173.78
<i>CENTURYLINK - Total For Streets</i>			\$173.78
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$1,627.96</b>

## CHEAPESTEES.COM

CHEAPESTEES.COM	Aquatics - Pool	REFUND FOR LOGO ON FILE THAT WAS CHARGE	(\$48.00)
CHEAPESTEES.COM	Aquatics - Pool	Cashier and Admin Shirts	\$644.40
<i>CHEAPESTEES.COM - Total For Aquatics - Pool</i>			\$596.40
<b>CHEAPESTEES.COM - ALL DEPARTMENTS</b>			<b>\$596.40</b>

## CHUY'S INDIANAPOLIS

CHUY'S INDIANAPOLIS	Fire-EMS Training	Meal while attending Fire Department Training	\$20.72
<i>CHUY'S INDIANAPOLIS - Total For Fire-EMS Training</i>			\$20.72
<b>CHUY'S INDIANAPOLIS - ALL DEPARTMENTS</b>			<b>\$20.72</b>

## CITIZEN PAYMENT

CITIZEN PAYMENT	Aquatics - Operations	Refunding half of pool reservation	\$225.00
CITIZEN PAYMENT	Aquatics - Operations	Six month membership refund	\$140.10
<i>CITIZEN PAYMENT - Total For Aquatics - Operations</i>			\$365.10
CITIZEN PAYMENT	Aquatics - Pool	Half of pool reservation refund due to weather	\$230.00
<i>CITIZEN PAYMENT - Total For Aquatics - Pool</i>			\$230.00
CITIZEN PAYMENT	General Fund Revenue	LAD overpayment refund	\$89.34
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			\$89.34
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$684.44</b>

## CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Public garbage	\$28.62
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$28.62
CITY OF CASPER	Public Transit - CARES Act	May 2021 Transit fuel surcharge & workorder ch	\$16,436.48

CITY OF CASPER - Total For Public Transit - CARES Act			\$16,436.48
CITY OF CASPER	Refuse - Residential	Garbage baler	\$8,115.85
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,899.12
CITY OF CASPER	Refuse - Residential	Garbage baler	\$7,493.65
CITY OF CASPER	Refuse - Residential	Park trash, recycle cardboard, garbage baler	\$7,832.87
CITY OF CASPER	Refuse - Residential	Garbage baler	\$7,461.87
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$490.25
CITY OF CASPER	Refuse - Residential	Garbage baler	\$7,274.23
CITY OF CASPER	Refuse - Residential	Garbage baler	\$6,908.53
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardboar	\$8,189.01
CITY OF CASPER	Refuse - Residential	Residential charge - Monthly balefill pass billing	\$69,318.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,292.25
CITY OF CASPER	Refuse - Residential	Street sweeping monthly fee	\$2,266.00
CITY OF CASPER - Total For Refuse - Residential			\$140,541.63
CITY OF CASPER	Sewer Wastewater Collection June 2021 PSCC user charges		\$188.75
CITY OF CASPER - Total For Sewer Wastewater Collection			\$188.75
CITY OF CASPER	Water Distribution	June 2021 PSCC user charges	\$188.75
CITY OF CASPER - Total For Water Distribution			\$188.75
CITY OF CASPER - ALL DEPARTMENTS			\$157,384.23

## CITY SERVICE ELECTRI

CITY SERVICE ELECTRI	Capital Projects Fund	Contract Withholding: 21300033	\$10,088.45
<i>CITY SERVICE ELECTRI - Total For Capital Projects Fund</i>			<i>\$10,088.45</i>
<b>CITY SERVICE ELECTRI - ALL DEPARTMENTS</b>			<b>\$10,088.45</b>

## CLEVELAND GOLF

CLEVELAND GOLF	Golf - Operations	Driving Range Balls	\$2,500.00
<i>CLEVELAND GOLF - Total For Golf - Operations</i>			<i>\$2,500.00</i>
<b>CLEVELAND GOLF - ALL DEPARTMENTS</b>			<b>\$2,500.00</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Commercial roll off rental	\$651.96
CMI TECO, INC.	Refuse - Commercial	Marker lights	\$63.81

CMI TECO, INC.	Refuse - Commercial	Seat	\$493.98
CMI TECO, INC.	Refuse - Commercial	Temp sensor	\$250.25
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$934.77
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$754.62
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$1,587.75
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$3,031.23
CMI TECO, INC.	Refuse - Commercial	Equipment service & repair	\$7,951.09
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$990.24
CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$208.81
CMI TECO, INC.	Refuse - Commercial	Equipment service / repairs	\$1,915.88
CMI TECO, INC.	Refuse - Commercial	Seat	\$493.98
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$19,328.37</i>
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$3,139.15
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$7,833.60
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$3,730.72
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$606.32
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$103.00
CMI TECO, INC.	Refuse - Residential	Level sensor	\$54.75
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$19,747.28
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$2,620.72
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$975.74
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$2,473.31
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$5,414.81
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$46,699.40</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$66,027.77</b>

## COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$123.55
COASTAL CHEMICAL CO	Regional Water Operations	Fuel for Vehicles	\$123.55
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$247.10</i>
<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$247.10</b>

## COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$15.50
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COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$7.75
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			\$23.25
<b>COCA COLA BOTTLING C - ALL DEPARTMENTS</b>			<b>\$23.25</b>

## COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection service	\$59.52
COLLECTION CENTER IN	Refuse - Residential	Collection service	\$32.73
COLLECTION CENTER IN	Refuse - Residential	Collection service	\$45.01
COLLECTION CENTER IN	Refuse - Residential	Col	\$97.74
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			\$235.00
COLLECTION CENTER IN	Risk Management	Collection service	\$129.32
<i>COLLECTION CENTER IN - Total For Risk Management</i>			\$129.32
COLLECTION CENTER IN	Sewer Administration	Collection service	\$34.21
COLLECTION CENTER IN	Sewer Administration	Col	\$74.28
COLLECTION CENTER IN	Sewer Administration	Collection service	\$45.23
COLLECTION CENTER IN	Sewer Administration	Collection service	\$24.88
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			\$178.60
COLLECTION CENTER IN	Water Administration	Collection service	\$73.32
COLLECTION CENTER IN	Water Administration	Col	\$218.94
COLLECTION CENTER IN	Water Administration	Collection service	\$133.31
COLLECTION CENTER IN	Water Administration	Collection service	\$100.82
<i>COLLECTION CENTER IN - Total For Water Administration</i>			\$526.39
<b>COLLECTION CENTER IN - ALL DEPARTMENTS</b>			<b>\$1,069.31</b>

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Speaker Mic Screws	\$15.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			\$15.00
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$15.00</b>

## COMPLETE SAFETY

COMPLETE SAFETY	Risk Management	Safety Consultation Svcs - Com	\$1,852.50
<i>COMPLETE SAFETY - Total For Risk Management</i>			\$1,852.50

<b>COMPLETE SAFETY - ALL DEPARTMENTS</b>	<b>\$1,852.50</b>
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## COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	Service on air compressors	\$1,572.59
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<i>COMPRESSION LEASING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,572.59</i>
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<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>	<b>\$1,572.59</b>
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## COMTRONIX, INC.

COMTRONIX, INC.	Fire-EMS Administration	Alarm monitoring May 2021	\$915.00
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<i>COMTRONIX, INC. - Total For Fire-EMS Administration</i>			<i>\$915.00</i>
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<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>	<b>\$915.00</b>
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## CONS CLARIFY MOBILIT

CONS CLARIFY MOBILIT	Streets	Monthly Traffic & Street tablet charges	\$200.00
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<i>CONS CLARIFY MOBILIT - Total For Streets</i>			<i>\$200.00</i>
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<b>CONS CLARIFY MOBILIT - ALL DEPARTMENTS</b>	<b>\$200.00</b>
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## Core & Main

Core & Main	Water Revenue and Transfers	95 Neptune meters	\$13,145.65
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<i>Core &amp; Main - Total For Water Revenue and Transfers</i>			<i>\$13,145.65</i>
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<b>Core &amp; Main - ALL DEPARTMENTS</b>	<b>\$13,145.65</b>
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## COTTAGE CAFE

COTTAGE CAFE	Police Grants Fund	EATING PLACES, RESTAURANTS	\$99.87
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<i>COTTAGE CAFE - Total For Police Grants Fund</i>			<i>\$99.87</i>
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<b>COTTAGE CAFE - ALL DEPARTMENTS</b>	<b>\$99.87</b>
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## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Capital Projects Fund	Pumps for roundabout, pliers, heads	\$2,057.88
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<i>CPS DISTRIBUTORS - Total For Capital Projects Fund</i>			<i>\$2,057.88</i>
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CPS DISTRIBUTORS	Parks - Athletic Maint.	Irrigation Heads	\$689.32
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CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS	\$192.55
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			<i>\$881.87</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Pumps for roundabout, pliers, heads	\$23.65
CPS DISTRIBUTORS	Parks - Parks Maint.	Pumps for roundabout, pliers, heads	\$381.46
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$405.11</i>
CPS DISTRIBUTORS	Weed & Pest Fund	Locating Supplies	\$34.83
<i>CPS DISTRIBUTORS - Total For Weed &amp; Pest Fund</i>			<i>\$34.83</i>
<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>			<b>\$3,379.69</b>

## CPU IIT

CPU IIT	City Attorney	(3) Jabra Headsets & 1 License for Nuance Drago	\$980.00
<i>CPU IIT - Total For City Attorney</i>			<i>\$980.00</i>
CPU IIT	Information Services	ELECTRONIC SALES	\$59.00
<i>CPU IIT - Total For Information Services</i>			<i>\$59.00</i>
CPU IIT	Parks - Parks Maint.	CYBERPOWER 750VA UPS	\$88.40
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$88.40</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$1,127.40</b>

## CRACKER BARREL

CRACKER BARREL	Fire-EMS Training	Meal while attending Fire Department Training	\$10.81
<i>CRACKER BARREL - Total For Fire-EMS Training</i>			<i>\$10.81</i>
<b>CRACKER BARREL - ALL DEPARTMENTS</b>			<b>\$10.81</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Light bulbs for Fire Station 3	\$197.72
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$197.72</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$197.72</b>

## CROWNE PLAZA LOUISVI

CROWNE PLAZA LOUISVI	Police Career Services	CROWNE PLAZA HOTELS	\$135.13
CROWNE PLAZA LOUISVI	Police Career Services	CROWNE PLAZA HOTELS	\$135.13
<i>CROWNE PLAZA LOUISVI - Total For Police Career Services</i>			<i>\$270.26</i>
CROWNE PLAZA LOUISVI	Police Investigations	CROWNE PLAZA HOTELS	\$619.86

CROWNE PLAZA LOUISVI - Total For Police Investigations	\$619.86
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<b>CROWNE PLAZA LOUISVI - ALL DEPARTMENTS</b>	<b>\$890.12</b>
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## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair parts for Marathon Building	\$8.50
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repairs at Marathon	\$21.36
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CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund	\$29.86
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CRUM ELECTRIC SUPPLY	WWTP Operations	machinery supplies	\$382.78
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CRUM ELECTRIC SUPPLY	WWTP Operations	Drive	\$382.78
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CRUM ELECTRIC SUPPLY - Total For WWTP Operations	\$765.56
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<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>	<b>\$795.42</b>
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## DANA KEPNER COMPANY

DANA KEPNER COMPANY	RWS - Booster Stations	MTN. VIEW PUMP REPLACEMENT	\$1,057.71
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DANA KEPNER COMPANY - Total For RWS - Booster Stations	\$1,057.71
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DANA KEPNER COMPANY	Water Distribution	QUICK JOINT COUPLINGS	\$144.48
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DANA KEPNER COMPANY	Water Distribution	ADJUSTABLE RISERS	\$82.00
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DANA KEPNER COMPANY - Total For Water Distribution	\$226.48
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<b>DANA KEPNER COMPANY - ALL DEPARTMENTS</b>	<b>\$1,284.19</b>
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## DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	General Fund Revenue	Investments	\$3,931.47
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DAVIDSON FIXED INCOM - Total For General Fund Revenue	\$3,931.47
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<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>	<b>\$3,931.47</b>
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## DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police Federal Grants	DAYS INNS REFUND	(\$100.00)
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DAYS INNS/DAYSTOP - Total For Police Federal Grants	(\$100.00)
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<b>DAYS INNS/DAYSTOP - ALL DEPARTMENTS</b>	<b>(\$100.00)</b>
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## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$818.70
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DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.	\$818.70
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<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>	<b>\$818.70</b>
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## DELL MARKETING LP

DELL MARKETING LP	City Attorney	Laptop computer with MS Office Pro Plus	\$380.08
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DELL MARKETING LP - Total For City Attorney			\$380.08
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DELL MARKETING LP	City Manager	Adobe Acrobat Pro	\$45.38
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DELL MARKETING LP - Total For City Manager			\$45.38
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DELL MARKETING LP	Fire-EMS Administration	Technology Items (computers, software, and ne	\$1,140.24
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DELL MARKETING LP - Total For Fire-EMS Administration			\$1,140.24
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DELL MARKETING LP	Police Administration	MS Office for Lt. Mattila	\$380.08
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DELL MARKETING LP - Total For Police Administration			\$380.08
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DELL MARKETING LP	Public Transit - CARES Act	Laptop and software to replace transit laptop	\$380.08
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DELL MARKETING LP - Total For Public Transit - CARES Act			\$380.08
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DELL MARKETING LP	Rec Center - Operations	new laptop for training at Recreation	\$380.08
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DELL MARKETING LP - Total For Rec Center - Operations			\$380.08
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<b>DELL MARKETING LP - ALL DEPARTMENTS</b>	<b>\$2,705.94</b>
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## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Browning belt	(\$6.30)
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Browning belts	\$12.72
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DENNIS SUPPLY CO. - Total For Buildings & Structures Fund			\$6.42
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<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>	<b>\$6.42</b>
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## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Rags	\$25.77
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DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund			\$25.77
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DIAMOND VOGEL PAINTS	Water Distribution	PAINT & SUPPLIES	\$295.90
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DIAMOND VOGEL PAINTS - Total For Water Distribution			\$295.90
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<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>	<b>\$321.67</b>
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## DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Fire-EMS Operations	Tricep Rope_Workout Equipment	\$29.99
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DICK'S SPORTING GOOD - Total For Fire-EMS Operations	\$29.99
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DICK'S SPORTING GOOD - ALL DEPARTMENTS	\$29.99
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## DIGICERT INC

DIGICERT INC	Information Services	SSL Certificate(s) renewal for 1 year	\$564.00
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DIGICERT INC - Total For Information Services	\$564.00
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DIGICERT INC - ALL DEPARTMENTS	\$564.00
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## DOMINO'S 6040

DOMINO'S 6040	Water Distribution	Pizza for after hours main leak repair	\$69.88
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DOMINO'S 6040 - Total For Water Distribution	\$69.88
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DOMINO'S 6040 - ALL DEPARTMENTS	\$69.88
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## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite	\$7,199.33
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DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite	\$7,136.33
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DPC INDUSTRIES, INC. - Total For Regional Water Operations	\$14,335.66
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS	\$14,335.66
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## DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$95.99
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DTV DIRECTV SERVICE - Total For Public Safety Communications	\$95.99
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DTV DIRECTV SERVICE - ALL DEPARTMENTS	\$95.99
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## East Land

East Land	Police Administration	Monthly rent & tenant improvements	125,592.00
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East Land - Total For Police Administration	\$125,592.00
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East Land - ALL DEPARTMENTS	\$125,592.00
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## ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	4th quarter FY21 administrative & incentive fun	\$86,605.25
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ECONOMIC DEVELOPMENT	Social Community Services	FY22 1st Quarter admin & incentive funds	109,336.50
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$195,941.75</i>
<b>ECONOMIC DEVELOPMENT - ALL DEPARTMENTS</b>			<b>\$195,941.75</b>

## EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire-EMS Administration	Dr. Selde Medical Director Con	\$899.40
<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$899.40</i>
<b>EMERGENCY MEDICAL DI - ALL DEPARTMENTS</b>			<b>\$899.40</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	PPE - shoe allowance	\$108.00
<i>EMPLOYEE REIMBURSEME - Total For Buildings &amp; Structures Fund</i>			<i>\$108.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool allotment reimbursement	\$800.00
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$800.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	EMT License	\$98.00
EMPLOYEE REIMBURSEME	Police Career Services	EMT training supplies reimbursement	\$704.08
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$802.08</i>
EMPLOYEE REIMBURSEME	Refuse - Recycling	Work pant & boot reimbursement	\$205.82
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Recycling</i>			<i>\$205.82</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Work pant reimbursement	\$58.68
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$58.68</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,974.58</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Solids, total suspended testing	\$22.00
ENERGY LABRATORIES I	Regional Water Operations	Alkalinity Carbon, Total Organic testing	\$84.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Nitrogen, Nitrate, Bacteria & SDWA testing	\$1,930.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$2,648.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$210.00</i>

**ENERGY LABRATORIES I - ALL DEPARTMENTS**

\$2,858.00

**ENTERPRISE RENT-A-CA**

ENTERPRISE RENT-A-CA	Fire-EMS Training	Car Rental while attending Fire Department Trai	\$50.69
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<i>ENTERPRISE RENT-A-CA - Total For Fire-EMS Training</i>			<i>\$50.69</i>
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**ENTERPRISE RENT-A-CA - ALL DEPARTMENTS**

\$50.69

**ENVIRONMENTAL & CIVI**

ENVIRONMENTAL & CIVI	Metropolitan Planning Org	Chamberlain Road PEL Study	\$2,757.19
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<i>ENVIRONMENTAL &amp; CIVI - Total For Metropolitan Planning Org</i>			<i>\$2,757.19</i>
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**ENVIRONMENTAL & CIVI - ALL DEPARTMENTS**

\$2,757.19

**ENVISION ELECTRIC IN**

ENVISION ELECTRIC IN	Balefill - Disposal & Landfill	Miller house remodel	\$1,477.50
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<i>ENVISION ELECTRIC IN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,477.50</i>
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**ENVISION ELECTRIC IN - ALL DEPARTMENTS**

\$1,477.50

**EXPEDIA 720798804010**

EXPEDIA 720798804010	Fire-EMS Training	Fee for airline ticket while attending Fire Depart	\$127.78
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<i>EXPEDIA 720798804010 - Total For Fire-EMS Training</i>			<i>\$127.78</i>
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**EXPEDIA 720798804010 - ALL DEPARTMENTS**

\$127.78

**EXTREME TRUCK INC**

EXTREME TRUCK INC	Fire-EMS Operations	Bracket for mounting slide in CH4 Rig	\$158.70
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<i>EXTREME TRUCK INC - Total For Fire-EMS Operations</i>			<i>\$158.70</i>
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**EXTREME TRUCK INC - ALL DEPARTMENTS**

\$158.70

**EXXONMOBIL**

EXXONMOBIL	Fire-EMS Operations	Fuel	\$46.79
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$56.26
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$59.95
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$80.45
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$243.45</i>
EXXONMOBIL	Fire-EMS Training	Meal while at IFSTA Live Fire Instructor Class	\$9.08
<i>EXXONMOBIL - Total For Fire-EMS Training</i>			<i>\$9.08</i>
<b>EXXONMOBIL - ALL DEPARTMENTS</b>			<b>\$252.53</b>

## FACEBK TSGMA6BKH2

FACEBK TSGMA6BKH2	Golf - Operations	ADVERTISING SERVICES	\$10.00
<i>FACEBK TSGMA6BKH2 - Total For Golf - Operations</i>			<i>\$10.00</i>
FACEBK TSGMA6BKH2	Sewer Stormwater	ADVERTISING SERVICES	\$490.00
<i>FACEBK TSGMA6BKH2 - Total For Sewer Stormwater</i>			<i>\$490.00</i>
<b>FACEBK TSGMA6BKH2 - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## FAIRFIELD INN

FAIRFIELD INN	Police Career Services	FAIRFIELD INN	\$257.64
<i>FAIRFIELD INN - Total For Police Career Services</i>			<i>\$257.64</i>
<b>FAIRFIELD INN - ALL DEPARTMENTS</b>			<b>\$257.64</b>

## FEDEX 280626530587

FEDEX 280626530587	Fire-EMS Administration	Shipment of gear to ECMS for repair	\$21.20
<i>FEDEX 280626530587 - Total For Fire-EMS Administration</i>			<i>\$21.20</i>
<b>FEDEX 280626530587 - ALL DEPARTMENTS</b>			<b>\$21.20</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Fittings for Hot Water Tank	\$21.89
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$21.89</i>
FERGUSON ENTERPRISES	Water Distribution	Saddles & curb boxes for inventory	\$8,113.00
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$8,113.00</i>
FERGUSON ENTERPRISES	Water Meters	Urinal repair parts	\$33.46
<i>FERGUSON ENTERPRISES - Total For Water Meters</i>			<i>\$33.46</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$8,168.35</b>

## FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Customer Service	Plastic deposit bags	\$35.74
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			<i>\$35.74</i>
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$145.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$145.00</i>
FIRST INTERSTATE BAN	Municipal Court	Deposit tickets	\$63.38
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			<i>\$63.38</i>
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$244.12</b>

## FIRST VETERINARY SUP

FIRST VETERINARY SUP	Police Administration	DRUGS,DRUG PROPRIETARIES AND DRUGGIST'S	\$1,006.37
<i>FIRST VETERINARY SUP - Total For Police Administration</i>			<i>\$1,006.37</i>
<b>FIRST VETERINARY SUP - ALL DEPARTMENTS</b>			<b>\$1,006.37</b>

## FOX FIELD SERVICES L

FOX FIELD SERVICES L	Buildings & Structures Fund	Repair/labor on pump & motor	\$3,025.07
<i>FOX FIELD SERVICES L - Total For Buildings &amp; Structures Fund</i>			<i>\$3,025.07</i>
<b>FOX FIELD SERVICES L - ALL DEPARTMENTS</b>			<b>\$3,025.07</b>

## GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	Property Insurance Fund	Mulch for claim 2021124	\$44.40
<i>GALLES GREENHOUSE AN - Total For Property Insurance Fund</i>			<i>\$44.40</i>
<b>GALLES GREENHOUSE AN - ALL DEPARTMENTS</b>			<b>\$44.40</b>

## GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$245.58
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$245.58</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$245.58</b>

## G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Commercial	Garage door service / repair	\$1,937.88
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<i>G-C BUILDING SUPPLY - Total For Refuse - Commercial</i>	<i>\$1,937.88</i>
<b>G-C BUILDING SUPPLY - ALL DEPARTMENTS</b>	<b>\$1,937.88</b>

## GE MDS LLC

GE MDS LLC	Sewer Wastewater Collection Additional MDS radios for WWC sites	\$768.00
<i>GE MDS LLC - Total For Sewer Wastewater Collection</i>		<i>\$768.00</i>
<b>GE MDS LLC - ALL DEPARTMENTS</b>		<b>\$768.00</b>

## GENERATION X INC

GENERATION X INC	Risk Management	Move material, tools & trucks to/from damage s	\$3,758.00
<i>GENERATION X INC - Total For Risk Management</i>			<i>\$3,758.00</i>
<b>GENERATION X INC - ALL DEPARTMENTS</b>			<b>\$3,758.00</b>

## GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$919.53
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$919.53</i>
<b>GEOSYNTEC CONSULTANT - ALL DEPARTMENTS</b>			<b>\$919.53</b>

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	July 2021 net operating loss	\$76,242.50
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$76,242.50</i>
<b>GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS</b>			<b>\$76,242.50</b>

## GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	The City is undertaking a proj	\$4,055.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$382.25
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$2,746.52
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$7,183.77</i>
<b>GOLDER ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$7,183.77</b>

## GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Parks - Athletic Maint.	Infield Mix	\$2,095.49
<i>GOLF &amp; SPORT SOLUTIO - Total For Parks - Athletic Maint.</i>			<i>\$2,095.49</i>
<b>GOLF &amp; SPORT SOLUTIO - ALL DEPARTMENTS</b>			<b>\$2,095.49</b>

## GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Streaming Video Membership	\$95.00
<i>GOLF SAFETY - Total For Weed &amp; Pest Fund</i>			<i>\$95.00</i>
<b>GOLF SAFETY - ALL DEPARTMENTS</b>			<b>\$95.00</b>

## GRAINGER, INC.

GRAINGER, INC.	Balefill - Baler Processing	Hand pumps & sign	\$85.00
<i>GRAINGER, INC. - Total For Balefill - Baler Processing</i>			<i>\$85.00</i>
GRAINGER, INC.	Regional Water Operations	Eye Wash Tags	\$20.46
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$20.46</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$105.46</b>

## GRANITE PEAK PUMP

GRANITE PEAK PUMP	Golf - Operations	Preventative maintenance on pump systems	\$1,112.84
<i>GRANITE PEAK PUMP - Total For Golf - Operations</i>			<i>\$1,112.84</i>
<b>GRANITE PEAK PUMP - ALL DEPARTMENTS</b>			<b>\$1,112.84</b>

## GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	1% #16 Funding Greater WY Big	\$9,063.40
<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			<i>\$9,063.40</i>
<b>GREATER WYOMING BIG - ALL DEPARTMENTS</b>			<b>\$9,063.40</b>

## GREENING ENTERPRISES

GREENING ENTERPRISES	Capital Projects Fund	14 FLIR Thermal Imaging Cameras	\$62,250.00
<i>GREENING ENTERPRISES - Total For Capital Projects Fund</i>			<i>\$62,250.00</i>
<b>GREENING ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$62,250.00</b>

## HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Ice Arena - Operations	\$62.50 Condenser Pump CTs and Compressor FS	\$62.50
<i>HAASS CONSTRUCTION C - Total For Ice Arena - Operations</i>			<i>\$62.50</i>
<b>HAASS CONSTRUCTION C - ALL DEPARTMENTS</b>			<b>\$62.50</b>

## HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Ammonia Reagents	\$741.84
HACH CO., CORP.	Regional Water Operations	Ammonia Reagent	\$157.35
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$899.19</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$899.19</b>

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Metro Animal Control	HARDWARE STORES	\$15.16
<i>HARBOR FREIGHT TOOLS - Total For Metro Animal Control</i>			<i>\$15.16</i>
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			<b>\$15.16</b>

## HERTZ #0176520

HERTZ #0176520	Police Career Services	HERTZ CORPORATION	\$238.55
<i>HERTZ #0176520 - Total For Police Career Services</i>			<i>\$238.55</i>
<b>HERTZ #0176520 - ALL DEPARTMENTS</b>			<b>\$238.55</b>

## HIGH PLAINS CONSTRUC

HIGH PLAINS CONSTRUC	Water Revenue and Transfers Contract Withholding: 20300443		\$10,000.00
<i>HIGH PLAINS CONSTRUC - Total For Water Revenue and Transfers</i>			<i>\$10,000.00</i>
<b>HIGH PLAINS CONSTRUC - ALL DEPARTMENTS</b>			<b>\$10,000.00</b>

## HILTON HOTELS

HILTON HOTELS	Fire-EMS Training	Hotel stay while at IFSTA Live Fire Instructor Cla	\$413.58
<i>HILTON HOTELS - Total For Fire-EMS Training</i>			<i>\$413.58</i>
<b>HILTON HOTELS - ALL DEPARTMENTS</b>			<b>\$413.58</b>

## HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Balefill - Disposal & Landfill	Camera installation	\$1,391.00
<i>HITEK COMMUNICATIONS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,391.00</i>
<b>HITEK COMMUNICATIONS - ALL DEPARTMENTS</b>			<b>\$1,391.00</b>

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	FRAMING	\$20.96
HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	PICTURE FRAMES	\$13.98
HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	FRAMING	\$460.85
<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$495.79</i>
<b>HOBBY-LOBBY #0233 - ALL DEPARTMENTS</b>			<b>\$495.79</b>

## HOLIDAY INN - RIVERT

HOLIDAY INN - RIVERT	Fire-EMS Training	Hotel room -NFA Class, Riverton, WY	\$480.00
<i>HOLIDAY INN - RIVERT - Total For Fire-EMS Training</i>			<i>\$480.00</i>
<b>HOLIDAY INN - RIVERT - ALL DEPARTMENTS</b>			<b>\$480.00</b>

## HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$1,505.00
<i>HOLLAND &amp; HART LLP - Total For Water Tanks</i>			<i>\$1,505.00</i>
<b>HOLLAND &amp; HART LLP - ALL DEPARTMENTS</b>			<b>\$1,505.00</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$12.26
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$10.41
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded fuel	\$25,943.13
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$8.45
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$25,974.25</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$4,675.67
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$4,675.67</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$30,649.92</b>

## HOMEDEPOT.COM

HOMEDEPOT.COM	Aquatics - Operations	Blinds for Conference Room	\$592.48
<i>HOMEDEPOT.COM - Total For Aquatics - Operations</i>			<i>\$592.48</i>
<b>HOMEDEPOT.COM - ALL DEPARTMENTS</b>			<b>\$592.48</b>

## HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP Operations	general supplies	\$54.25
<i>HOOD'S EQUIPMENT &amp; S - Total For WWTP Operations</i>			<i>\$54.25</i>
<b>HOOD'S EQUIPMENT &amp; S - ALL DEPARTMENTS</b>			<b>\$54.25</b>

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Water Distribution	Hose pieces for pull behind compressor	\$20.65
<i>HOSE &amp; RUBBER SUPPLY - Total For Water Distribution</i>			<i>\$20.65</i>
HOSE & RUBBER SUPPLY	WWTP Operations	Belts	\$19.20
<i>HOSE &amp; RUBBER SUPPLY - Total For WWTP Operations</i>			<i>\$19.20</i>
<b>HOSE &amp; RUBBER SUPPLY - ALL DEPARTMENTS</b>			<b>\$39.85</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	WWTP Operations	Lifting eyes	\$68.35
<i>HOWARD SUPPLY COMPAN - Total For WWTP Operations</i>			<i>\$68.35</i>
<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>			<b>\$68.35</b>

## HUB INTL. MOUNTAIN S

HUB INTL. MOUNTAIN S	Property Insurance Fund	Hogadon insurance renewal	\$33,997.00
<i>HUB INTL. MOUNTAIN S - Total For Property Insurance Fund</i>			<i>\$33,997.00</i>
<b>HUB INTL. MOUNTAIN S - ALL DEPARTMENTS</b>			<b>\$33,997.00</b>

## IDEAMAN INC / AMERIC

IDEAMAN INC / AMERIC	General Fund Revenue	Magnets for resale in museum store	\$170.54
<i>IDEAMAN INC / AMERIC - Total For General Fund Revenue</i>			<i>\$170.54</i>

**IDEAMAN INC / AMERIC - ALL DEPARTMENTS**

\$170.54

**INDEED**

INDEED	Municipal Court	Clerk of Municipal Court Recruitment	\$26.82
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<i>INDEED - Total For Municipal Court</i>			\$26.82
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<b>INDEED - ALL DEPARTMENTS</b>			\$26.82
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**INGRAM BOOK COMPANY**

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$159.90
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<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			\$159.90
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<b>INGRAM BOOK COMPANY - ALL DEPARTMENTS</b>			\$159.90
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**INSTACART SUBSCRIPTI**

INSTACART SUBSCRIPTI	Balefill - Disposal & Landfill	ANNUAL CHARGE	\$103.95
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<i>INSTACART SUBSCRIPTI - Total For Balefill - Disposal &amp; Landfill</i>			\$103.95
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<b>INSTACART SUBSCRIPTI - ALL DEPARTMENTS</b>			\$103.95
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**INTERMOUNTAIN MACHIN**

INTERMOUNTAIN MACHIN	Ice Arena - Operations	COOLANT FOR BLADE SHARPENING REFUND	(\$167.00)
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<i>INTERMOUNTAIN MACHIN - Total For Ice Arena - Operations</i>			(\$167.00)
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<b>INTERMOUNTAIN MACHIN - ALL DEPARTMENTS</b>			(\$167.00)
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**INT'L CODE COUNCIL I**

INT'L CODE COUNCIL I	Fire-EMS Training	Paperback ICC Study Guide Book	\$75.00
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INT'L CODE COUNCIL I	Fire-EMS Training	Fire Code Standards Online Study Guide	\$79.00
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<i>INT'L CODE COUNCIL I - Total For Fire-EMS Training</i>			\$154.00
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<b>INT'L CODE COUNCIL I - ALL DEPARTMENTS</b>			\$154.00
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**INTUIT, INC.**

INTUIT, INC.	Balefill - Diversion & Special	SPECIAL WASTE BOLTS	\$15.06
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<i>INTUIT, INC. - Total For Balefill - Diversion &amp; Special</i>			\$15.06
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INTUIT, INC.	Fire-EMS Operations	Calibration Gas and Luer Connectors	\$282.60
INTUIT, INC.	Fire-EMS Operations	Cal Gas	\$774.08
INTUIT, INC.	Fire-EMS Operations	CS Consulting - Sensors for 5 gas monitors	\$910.26
INTUIT, INC.	Fire-EMS Operations	O2 Sensor/Belt Clip and Charcoal Filters for Mon	\$261.87
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$2,228.81</i>
INTUIT, INC.	Parks - Athletic Maint.	Trouble shoot electrical in pump station	\$120.00
INTUIT, INC.	Parks - Athletic Maint.	Fix wire in the light pole at tani field where it	\$81.96
<i>INTUIT, INC. - Total For Parks - Athletic Maint.</i>			<i>\$201.96</i>
INTUIT, INC.	Rec Center - Sports Programs	Washington Field Light Bulb Replacement	\$1,430.00
INTUIT, INC.	Rec Center - Sports Programs	Tani Field Lights Bulb Replacement	\$1,650.00
<i>INTUIT, INC. - Total For Rec Center - Sports Programs</i>			<i>\$3,080.00</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$5,525.83</b>

## JOHNSON RESTAURANT G

JOHNSON RESTAURANT G	Golf	Catering sales - 6/21/21 event	\$720.00
<i>JOHNSON RESTAURANT G - Total For Golf</i>			<i>\$720.00</i>
<b>JOHNSON RESTAURANT G - ALL DEPARTMENTS</b>			<b>\$720.00</b>

## KISTLER TENT AND AWN

KISTLER TENT AND AWN	WWTP Operations	Filters	\$157.50
<i>KISTLER TENT AND AWN - Total For WWTP Operations</i>			<i>\$157.50</i>
<b>KISTLER TENT AND AWN - ALL DEPARTMENTS</b>			<b>\$157.50</b>

## KIWANIS CLUB

KIWANIS CLUB	City Attorney	Active member quarterly dues 4/1/21-6/30/21	\$228.00
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
<b>KIWANIS CLUB - ALL DEPARTMENTS</b>			<b>\$228.00</b>

## KNIFE RIVER 5701

KNIFE RIVER 5701	Fire-EMS Operations	Concrete for Station 2	\$426.00
<i>KNIFE RIVER 5701 - Total For Fire-EMS Operations</i>			<i>\$426.00</i>
KNIFE RIVER 5701	Sewer Wastewater Collection	flow fill for S. Valley Rd MH. Tax will be refunded	\$2,893.35
<i>KNIFE RIVER 5701 - Total For Sewer Wastewater Collection</i>			<i>\$2,893.35</i>

**KNIFE RIVER 5701 - ALL DEPARTMENTS****\$3,319.35****KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Recycled concrete	\$1,765.27
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Recycled concrete	\$1,697.39
<i>KNIFE RIVER/JTL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,462.66</i>
KNIFE RIVER/JTL	Capital Projects Fund	Goodstein Parking Lot Improvem	168,688.64
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$168,688.64</i>
KNIFE RIVER/JTL	Streets	Crushed base	\$388.14
KNIFE RIVER/JTL	Streets	Crushed base	\$195.43
KNIFE RIVER/JTL	Streets	1/2" plant mix	\$271.44
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$855.01</i>

**KNIFE RIVER/JTL - ALL DEPARTMENTS****\$173,006.31****KNUCKLE DRAGGER TACT**

KNUCKLE DRAGGER TACT	Police Career Services	Development/implementation of tactical course	\$2,070.00
KNUCKLE DRAGGER TACT	Police Career Services	Development/implementation of tactical course	\$1,822.50
<i>KNUCKLE DRAGGER TACT - Total For Police Career Services</i>			<i>\$3,892.50</i>

**KNUCKLE DRAGGER TACT - ALL DEPARTMENTS****\$3,892.50****LAW OFFICE OF HAMPTO**

LAW OFFICE OF HAMPTO	City Manager	March 2021 Public Defender Services	\$2,237.24
LAW OFFICE OF HAMPTO	City Manager	April 2021 Public Defender Services	\$2,229.86
LAW OFFICE OF HAMPTO	City Manager	April 2021 Public Defender Services (supplemen	\$67.66
LAW OFFICE OF HAMPTO	City Manager	June 2021 Public Defender Services	\$2,226.93
LAW OFFICE OF HAMPTO	City Manager	May 2021 Public Defender Services	\$2,325.12
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>			<i>\$9,086.81</i>

**LAW OFFICE OF HAMPTO - ALL DEPARTMENTS****\$9,086.81****LAWSON PRODUCTS INC**

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$525.00
LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$375.00
<i>LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund</i>			<i>\$900.00</i>

**LAWSON PRODUCTS INC - ALL DEPARTMENTS**

\$900.00

**LINKO TECHNOLOGY**

LINKO TECHNOLOGY	Water Distribution	TOKAY ANNUAL SUPPORT	\$700.00
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<i>LINKO TECHNOLOGY - Total For Water Distribution</i>			<i>\$700.00</i>
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**LINKO TECHNOLOGY - ALL DEPARTMENTS**

\$700.00

**LIPCO**

LIPCO	General Fund Revenue	Assorted souvenirs for resale in museum store	\$785.55
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<i>LIPCO - Total For General Fund Revenue</i>			<i>\$785.55</i>
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**LIPCO - ALL DEPARTMENTS**

\$785.55

**LOAF N JUG #0192**

LOAF N JUG #0192	Fire-EMS Training	Fuel while at IFSTA Live Fire Instructor Class	\$63.96
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<i>LOAF N JUG #0192 - Total For Fire-EMS Training</i>			<i>\$63.96</i>
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**LOAF N JUG #0192 - ALL DEPARTMENTS**

\$63.96

**LONG BUILDING TECHNO**

LONG BUILDING TECHNO	Regional Water Operations	WTP HVAC Quarterly Maintenance	\$4,027.96
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<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$4,027.96</i>
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**LONG BUILDING TECHNO - ALL DEPARTMENTS**

\$4,027.96

**LOVELY FLEUR**

LOVELY FLEUR	General Fund Revenue	Key chain, bookmark, necklace	\$27.60
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<i>LOVELY FLEUR - Total For General Fund Revenue</i>			<i>\$27.60</i>
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**LOVELY FLEUR - ALL DEPARTMENTS**

\$27.60

**MAD TRANSPORT&TOWING**

MAD TRANSPORT&TOWING	Metro Animal Control	TRANSPORTATION SERVICES NOT ELSEWHERE C	\$250.00
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<i>MAD TRANSPORT&amp;TOWING - Total For Metro Animal Control</i>			<i>\$250.00</i>
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<b>MAD TRANSPORT&amp;TOWING - ALL DEPARTMENTS</b>	<b>\$250.00</b>
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## MCDONALD'S F38601

MCDONALD'S F38601	Fire-EMS Training	Meal while attending Fire Department Training	\$5.20
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<i>MCDONALD'S F38601 - Total For Fire-EMS Training</i>			<i>\$5.20</i>
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<b>MCDONALD'S F38601 - ALL DEPARTMENTS</b>	<b>\$5.20</b>
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## MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Fire-EMS Training	Employee Physical Exams	\$4,915.00
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<i>MEMORIAL HOSPITAL - Total For Fire-EMS Training</i>			<i>\$4,915.00</i>
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<b>MEMORIAL HOSPITAL - ALL DEPARTMENTS</b>	<b>\$4,915.00</b>
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## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	BUILDING WALL FOR WATER SOFTENER IN BREA	\$315.77
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MENARDS CASPER WY	Balefill - Baler Processing	METAL FOR WALL IN BALER BLDG	\$76.74
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<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			<i>\$392.51</i>
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MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Hot Tub at Aquatics Center	\$40.77
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<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$40.77</i>
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MENARDS CASPER WY	Fire-EMS Prevent & Inspect	Disposable Gloves for Fire Investigations	\$41.93
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<i>MENARDS CASPER WY - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$41.93</i>
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MENARDS CASPER WY	Ice Arena - Operations	EQUIPMENT FOR CONCRETE PATCHING	\$80.73
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<i>MENARDS CASPER WY - Total For Ice Arena - Operations</i>			<i>\$80.73</i>
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MENARDS CASPER WY	Weed & Pest Fund	HOME SUPPLY WAREHOUSE STORES	\$79.96
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<i>MENARDS CASPER WY - Total For Weed &amp; Pest Fund</i>			<i>\$79.96</i>
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<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>	<b>\$635.90</b>
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## MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	1%#16 Funding Mercer Family Re	\$6,401.10
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<i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i>			<i>\$6,401.10</i>
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<b>MERCER HOUSE, INC. - ALL DEPARTMENTS</b>	<b>\$6,401.10</b>
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## METRO VALET AND PARK

METRO VALET AND PARK	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$100.00
<i>METRO VALET AND PARK - Total For Police Career Services</i>			<i>\$100.00</i>
<b>METRO VALET AND PARK - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Water Tanks	ALUM. TIE WIRE FOR TANK & BOOSTER YARDS	\$28.00
<i>MICHAELSFENCE&amp;SUPPLY - Total For Water Tanks</i>			<i>\$28.00</i>
<b>MICHAELSFENCE&amp;SUPPLY - ALL DEPARTMENTS</b>			<b>\$28.00</b>

## MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	general materials and supply, lab supply	\$715.66
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$715.66</i>
<b>MIDLAND SCIENTIFIC I - ALL DEPARTMENTS</b>			<b>\$715.66</b>

## MIDWEST MOTOR

MIDWEST MOTOR	Fire-EMS Administration	Shipping for fire hose	\$72.51
<i>MIDWEST MOTOR - Total For Fire-EMS Administration</i>			<i>\$72.51</i>
<b>MIDWEST MOTOR - ALL DEPARTMENTS</b>			<b>\$72.51</b>

## ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repair	\$65.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$65.00</i>
<b>ML AUTOMOTIVE - ALL DEPARTMENTS</b>			<b>\$65.00</b>

## MONOPRICE, INC.

MONOPRICE, INC.	Public Transit - CARES Act	TAX REFUNDS	(\$2.49)
<i>MONOPRICE, INC. - Total For Public Transit - CARES Act</i>			<i>(\$2.49)</i>
<b>MONOPRICE, INC. - ALL DEPARTMENTS</b>			<b>(\$2.49)</b>

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Filter & filter element	\$1,524.65
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MOTION AND FLOW CONT	Balefill - Baler Processing	Baler operating supplies	\$45.49
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$1,570.14</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$1,570.14</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Police Canine Operations	Printing service	\$86.73
MOUNTAIN STATES	Police Canine Operations	Printing service	\$211.17
<i>MOUNTAIN STATES - Total For Police Canine Operations</i>			<i>\$297.90</i>
MOUNTAIN STATES	Public Transit - CARES Act	Printing service - route maps	\$773.35
<i>MOUNTAIN STATES - Total For Public Transit - CARES Act</i>			<i>\$773.35</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$1,071.25</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Water Meters	Hydrant meter permit printing	\$155.13
<i>MOUNTAIN STATES LITH - Total For Water Meters</i>			<i>\$155.13</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$155.13</b>

## MOUNTAIN STATES PLAS

MOUNTAIN STATES PLAS	Balefill - Disposal & Landfill	Trash Bags for Parks, Pathways, Ballfields and Ld	\$5,802.90
<i>MOUNTAIN STATES PLAS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$5,802.90</i>
<b>MOUNTAIN STATES PLAS - ALL DEPARTMENTS</b>			<b>\$5,802.90</b>

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Buildings & Structures Fund	Acct #13502	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Buildings &amp; Structures Fund</i>			<i>\$49.95</i>
<b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>			<b>\$49.95</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Fire-EMS Operations	Straw for training burn	\$29.97
<i>MURDOCH'S RANCH&amp;HOME - Total For Fire-EMS Operations</i>			<i>\$29.97</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$29.97</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	TOOLS TO AIR TIRES AND CHECK LUG NUTS	\$69.24
<i>NAPA AUTO PARTS CORP - Total For Balefill - Disposal &amp; Landfill</i>			\$69.24
NAPA AUTO PARTS CORP	Buildings & Structures Fund	BAS Shop Supplies	\$30.36
<i>NAPA AUTO PARTS CORP - Total For Buildings &amp; Structures Fund</i>			\$30.36
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2021 materials / parts	\$330.27
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2021 materials / parts	\$16,181.56
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2021 materials / parts	\$80,457.24
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2021 materials / parts	\$444.84
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	June 2021 materials / parts	\$510.77
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$97,924.68
NAPA AUTO PARTS CORP	Hogadon - Operations	Shop tool replacement	\$24.98
<i>NAPA AUTO PARTS CORP - Total For Hogadon - Operations</i>			\$24.98
NAPA AUTO PARTS CORP	Water Distribution	HAMMER HANDLE	\$14.11
NAPA AUTO PARTS CORP	Water Distribution	HAMMERS	\$32.52
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			\$46.63
NAPA AUTO PARTS CORP	WWTP Operations	general supplies	\$29.11
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			\$29.11
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$98,125.00</b>

## NATIONAL INTERCOLLEG

NATIONAL INTERCOLLEG	City Council	2021 Host Sponsor	\$19,500.00
<i>NATIONAL INTERCOLLEG - Total For City Council</i>			\$19,500.00
<b>NATIONAL INTERCOLLEG - ALL DEPARTMENTS</b>			<b>\$19,500.00</b>

## NATIVE GROUND MUSIC

NATIVE GROUND MUSIC	General Fund Revenue	Books for resale in museum store	\$237.37
<i>NATIVE GROUND MUSIC - Total For General Fund Revenue</i>			\$237.37
<b>NATIVE GROUND MUSIC - ALL DEPARTMENTS</b>			<b>\$237.37</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	June 2021 Juvenile detention	\$7,500.00
NATRONA COUNTY OFFIC	Police Administration	June 2021 Prisoner housing	\$72,751.84

NATRONA COUNTY OFFIC	Police Administration	May 2021 Prisoner housing	\$62,696.48
NATRONA COUNTY OFFIC	Police Administration	April 2021 Juvenile detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$150,448.32</i>
NATRONA COUNTY OFFIC	Social Community Services	Detention center dish machine & kitchen repairs	\$21,147.20
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$21,147.20</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$171,595.52</b>

## NCL OF WISCONSIN INC

NCL OF WISCONSIN INC	WWTP Operations	Lab supplies	\$94.27
<i>NCL OF WISCONSIN INC - Total For WWTP Operations</i>			<i>\$94.27</i>
<b>NCL OF WISCONSIN INC - ALL DEPARTMENTS</b>			<b>\$94.27</b>

## NEWCOM TECHNOLOGIES

NEWCOM TECHNOLOGIES	Cemetery	Software license renewal	\$1,200.00
<i>NEWCOM TECHNOLOGIES - Total For Cemetery</i>			<i>\$1,200.00</i>
<b>NEWCOM TECHNOLOGIES - ALL DEPARTMENTS</b>			<b>\$1,200.00</b>

## NEWEGG INC

NEWEGG INC	Aquatics - Pool	Medium Respirators	\$159.98
<i>NEWEGG INC - Total For Aquatics - Pool</i>			<i>\$159.98</i>
<b>NEWEGG INC - ALL DEPARTMENTS</b>			<b>\$159.98</b>

## NFPA NATL FIRE PROTE

NFPA NATL FIRE PROTE	Fire-EMS Prevent & Inspect	Fire Prevention Week & Station Open House Pu	\$524.95
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$524.95</i>
NFPA NATL FIRE PROTE	Fire-EMS Training	2021 NFPA 921 Books for CRR	\$467.95
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Training</i>			<i>\$467.95</i>
<b>NFPA NATL FIRE PROTE - ALL DEPARTMENTS</b>			<b>\$992.90</b>

## NORCO, INC.

NORCO, INC.	Balefill - Disposal & Landfill	Safety gloves & glasses	\$716.66
<i>NORCO, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$716.66</i>

NORCO, INC.	Buildings & Structures Fund	Soap, bath tissue, paper towels	\$384.10
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$384.10</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder rent	\$140.40
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$140.40</i>
NORCO, INC.	Metro Animal Shelter	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$44.61
NORCO, INC.	Metro Animal Shelter	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$104.00
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$148.61</i>
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$28.43
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$62.10
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$14.22
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			<i>\$104.75</i>
NORCO, INC.	WWTP Operations	Welding gas	\$65.32
NORCO, INC.	WWTP Operations	Lime	\$865.00
NORCO, INC.	WWTP Operations	general supplies, welding rod	\$71.35
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$1,001.67</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$2,496.19</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Cemetery	INDUSTRIAL SUPPLIES safety supplies	\$220.50
<i>NORTHWEST CONTRACTOR - Total For Cemetery</i>			<i>\$220.50</i>
NORTHWEST CONTRACTOR	Water Tanks	Vault lid vent for Sun III	\$246.82
<i>NORTHWEST CONTRACTOR - Total For Water Tanks</i>			<i>\$246.82</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$467.32</b>

## OMNI NASHVILLE

OMNI NASHVILLE	Police Career Services	OMNI HOTELS	\$927.40
<i>OMNI NASHVILLE - Total For Police Career Services</i>			<i>\$927.40</i>
<b>OMNI NASHVILLE - ALL DEPARTMENTS</b>			<b>\$927.40</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets for June 2021	\$103.50
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$103.50</i>
ONE CALL OF WY.	Sewer Wastewater Collection	Tickets for June 2021	\$504.56

<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$504.56
ONE CALL OF WY.	Traffic Control	Tickets for June 2021	\$278.25
<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$278.25
ONE CALL OF WY.	Water Distribution	Tickets for June 2021	\$616.69
<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$616.69
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$1,503.00</b>

## OPTICSPLANET,

OPTICSPLANET,	Police Career Services	SPORTING GOODS STORES	\$218.38
<i>OPTICSPLANET, - Total For Police Career Services</i>			\$218.38
<b>OPTICSPLANET, - ALL DEPARTMENTS</b>			<b>\$218.38</b>

## OWPSACSTATE

OWPSACSTATE	Regional Water Operations	Operator Training Manuals	\$206.00
<i>OWPSACSTATE - Total For Regional Water Operations</i>			\$206.00
OWPSACSTATE	WWTP Operations	Training course	\$172.00
<i>OWPSACSTATE - Total For WWTP Operations</i>			\$172.00
<b>OWPSACSTATE - ALL DEPARTMENTS</b>			<b>\$378.00</b>

## PEDEN'S INC

PEDEN'S INC	Parks - Parks Maint.	volunteer shirts	\$710.00
<i>PEDEN'S INC - Total For Parks - Parks Maint.</i>			\$710.00
<b>PEDEN'S INC - ALL DEPARTMENTS</b>			<b>\$710.00</b>

## PILOT

PILOT	Fire-EMS Training	Fuel for rental car for Fire Department Training	\$11.15
<i>PILOT - Total For Fire-EMS Training</i>			\$11.15
<b>PILOT - ALL DEPARTMENTS</b>			<b>\$11.15</b>

## POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$2,270.84
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$2,178.34

POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$64.80
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$5,547.36
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$2,867.66
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$1,536.86
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$2,841.57
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$1,105.03
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$1,184.73
POSTAL PROS, INC.	Customer Service	Printing/Postage/Mailing service	\$944.38
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$20,541.57</i>
POSTAL PROS, INC.	Water Revenue and Transfers	Printing/Postage/Mailing service	\$1,002.00
POSTAL PROS, INC.	Water Revenue and Transfers	Printing/Postage/Mailing service	\$1,194.00
POSTAL PROS, INC.	Water Revenue and Transfers	Printing/Postage/Mailing service	\$546.00
<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			<i>\$2,742.00</i>
<b>POSTAL PROS, INC. - ALL DEPARTMENTS</b>			<b>\$23,283.57</b>

## PRINTWORKS

PRINTWORKS	Code Enforcement	Printing service	\$245.72
<i>PRINTWORKS - Total For Code Enforcement</i>			<i>\$245.72</i>
<b>PRINTWORKS - ALL DEPARTMENTS</b>			<b>\$245.72</b>

## PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Cleaning / janitorial service	\$1,395.00
<i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i>			<i>\$1,395.00</i>
<b>PROFESSIONAL CLEANIN - ALL DEPARTMENTS</b>			<b>\$1,395.00</b>

## QDOBA 1869

QDOBA 1869	Fire-EMS Training	Meal while at IFSTA Live Fire Instructor Class	\$12.39
QDOBA 1869	Fire-EMS Training	Meal while at IFSTA Live Fire Instructor Class	\$7.95
<i>QDOBA 1869 - Total For Fire-EMS Training</i>			<i>\$20.34</i>
<b>QDOBA 1869 - ALL DEPARTMENTS</b>			<b>\$20.34</b>

## QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	EXTERNA CD/DVD WRITER FOR THOSE WITH LA	\$44.79
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QUALITY OFFICE SOLUT	Engineering	ABEAMER PLANNER REFILL	\$59.43
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$104.22</i>
QUALITY OFFICE SOLUT	WWTP Operations	gen materials and supply-office supply	\$128.66
<i>QUALITY OFFICE SOLUT - Total For WWTP Operations</i>			<i>\$128.66</i>
<b>QUALITY OFFICE SOLUT - ALL DEPARTMENTS</b>			<b>\$232.88</b>

## REXEL USA INC

REXEL USA INC	Code Enforcement	Technology Items (computers, software, and ne	\$1,816.59
<i>REXEL USA INC - Total For Code Enforcement</i>			<i>\$1,816.59</i>
<b>REXEL USA INC - ALL DEPARTMENTS</b>			<b>\$1,816.59</b>

## RICOH USA INC

RICOH USA INC	Metro Animal Shelter	Copier usage	\$29.91
<i>RICOH USA INC - Total For Metro Animal Shelter</i>			<i>\$29.91</i>
RICOH USA INC	Planning	Copier usage	\$418.83
<i>RICOH USA INC - Total For Planning</i>			<i>\$418.83</i>
<b>RICOH USA INC - ALL DEPARTMENTS</b>			<b>\$448.74</b>

## RMI CASPER

RMI CASPER	Buildings & Structures Fund	Fall Protection Harness for Dennis Nelson	\$625.33
<i>RMI CASPER - Total For Buildings &amp; Structures Fund</i>			<i>\$625.33</i>
RMI CASPER	WWTP Operations	shop tools	\$66.00
RMI CASPER	WWTP Operations	general materials and supply, safety supply	\$96.00
<i>RMI CASPER - Total For WWTP Operations</i>			<i>\$162.00</i>
<b>RMI CASPER - ALL DEPARTMENTS</b>			<b>\$787.33</b>

## ROBERTSON ANSCHUTZ S

ROBERTSON ANSCHUTZ S	Police Investigations	Legal services	\$42.50
<i>ROBERTSON ANSCHUTZ S - Total For Police Investigations</i>			<i>\$42.50</i>
<b>ROBERTSON ANSCHUTZ S - ALL DEPARTMENTS</b>			<b>\$42.50</b>

## ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Oxygen	\$2,709.78
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$2,709.78</i>
<b>ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS</b>			<b>\$2,709.78</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$13,216.50
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$13,216.50</i>
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$108.82
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$108.82</i>
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$851.81
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$851.81</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$4,236.09
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$4,236.09</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,013.55
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,331.17
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$6,344.72</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$5,353.34
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$5,353.34</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$2,293.72
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$2,293.72</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$473.29
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$473.29</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$30.05
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$30.05</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-093 1	\$994.36
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$994.36</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$53.51
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$53.51</i>
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$91.96
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			<i>\$91.96</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-118 6	\$26.66
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$26.66</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$34,074.83</b>

## ROGUE

ROGUE	Fire-EMS Training	Two Air Workout Bikes	\$1,638.59
<i>ROGUE - Total For Fire-EMS Training</i>			<i>\$1,638.59</i>
<b>ROGUE - ALL DEPARTMENTS</b>			<b>\$1,638.59</b>

## ROGUE MECHANICAL

ROGUE MECHANICAL	Hogadon - Operations	5 year internal sprinkler inspection	\$660.00
<i>ROGUE MECHANICAL - Total For Hogadon - Operations</i>			<i>\$660.00</i>
<b>ROGUE MECHANICAL - ALL DEPARTMENTS</b>			<b>\$660.00</b>

## Rooter

Rooter	Golf - Operations	June 2021 portable restroom rental	\$504.00
<i>Rooter - Total For Golf - Operations</i>			<i>\$504.00</i>
<b>Rooter - ALL DEPARTMENTS</b>			<b>\$504.00</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Ice Arena - Operations	Storage Boxes	\$79.92
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$79.92</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$79.92</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	DISINFECTANT FOR BALER BUILDING BREAK RO	\$150.11
<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$150.11</i>
SAMSCLUB #6425	Golf - Operations	General Supplies- Golf shop	\$85.51
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$85.51</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$121.54
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$121.54</i>
SAMSCLUB #6425	Rec Center - Classes	Summer Camp Supplies	\$43.92
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			<i>\$43.92</i>
SAMSCLUB #6425	Sewer Wastewater Collection	office supplies	\$32.86
<i>SAMSCLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$32.86</i>

**SAMSClub #6425 - ALL DEPARTMENTS**

\$433.94

**SAMSClub.COM**

SAMSClub.COM	Balefill - Disposal & Landfill	SCALE HOUSE SUPPLIES	\$129.14
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<i>SAMSClub.COM - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$129.14</i>
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**SAMSClub.COM - ALL DEPARTMENTS**

\$129.14

**SHELL OIL 1278937600**

SHELL OIL 1278937600	Fire-EMS Training	Meal while attending Fire Department Training	\$12.14
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<i>SHELL OIL 1278937600 - Total For Fire-EMS Training</i>			<i>\$12.14</i>
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**SHELL OIL 1278937600 - ALL DEPARTMENTS**

\$12.14

**SHELL OIL 5744427920**

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$55.16
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<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$55.16</i>
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**SHELL OIL 5744427920 - ALL DEPARTMENTS**

\$55.16

**SHERWIN-WILLIAMS COR**

SHERWIN-WILLIAMS COR	Balefill - Baler Processing	Paint for baler breakroom & bathrooms	\$203.88
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<i>SHERWIN-WILLIAMS COR - Total For Balefill - Baler Processing</i>			<i>\$203.88</i>
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**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS**

\$203.88

**SIMPLOT T&H DEN**

SIMPLOT T&H DEN	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$670.00
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<i>SIMPLOT T&amp;H DEN - Total For Parks - Athletic Maint.</i>			<i>\$670.00</i>
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SIMPLOT T&H DEN	Weed & Pest Fund	Pre-emergent herbicide and a rotary spreader	\$2,322.85
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<i>SIMPLOT T&amp;H DEN - Total For Weed &amp; Pest Fund</i>			<i>\$2,322.85</i>
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**SIMPLOT T&H DEN - ALL DEPARTMENTS**

\$2,992.85

**SIMSUSHARE.COM**

SIMSUSHARE.COM	Fire-EMS Training	Subscription for fire simulation software for trai	\$354.95
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SIMSUSHARE.COM - Total For Fire-EMS Training	\$354.95
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<b>SIMSUSHARE.COM - ALL DEPARTMENTS</b>	<b>\$354.95</b>
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## SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Career Services	REFUND FOR TRAINING SUPPLIES	(\$650.00)
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SIRCHIE FINGER PRINT - Total For Police Career Services	(\$650.00)
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SIRCHIE FINGER PRINT	Police Investigations	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$52.20
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SIRCHIE FINGER PRINT	Police Investigations	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$374.65
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SIRCHIE FINGER PRINT - Total For Police Investigations	\$426.85
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<b>SIRCHIE FINGER PRINT - ALL DEPARTMENTS</b>	<b>(\$223.15)</b>
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## SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Legal or medical confidential matters	\$400.00
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SMITH PSYCHOLOGICAL - Total For Police Career Services	\$400.00
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<b>SMITH PSYCHOLOGICAL - ALL DEPARTMENTS</b>	<b>\$400.00</b>
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## SOURCE OFFICE

SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$407.81
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SOURCE OFFICE - Total For Public Safety Communications	\$407.81
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<b>SOURCE OFFICE - ALL DEPARTMENTS</b>	<b>\$407.81</b>
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## SP CHUGWATER CHILI

SP CHUGWATER CHILI	General Fund Revenue	chili mix, beef sticks, etc for gift shop	\$172.08
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SP CHUGWATER CHILI - Total For General Fund Revenue	\$172.08
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<b>SP CHUGWATER CHILI - ALL DEPARTMENTS</b>	<b>\$172.08</b>
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## SPEEDWAY 07665

SPEEDWAY 07665	Police Career Services	AUTOMATED FUEL DISPENSERS	\$6.41
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SPEEDWAY 07665 - Total For Police Career Services	\$6.41
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<b>SPEEDWAY 07665 - ALL DEPARTMENTS</b>	<b>\$6.41</b>
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## **SQ COWBOY GRAPHICS**

SQ COWBOY GRAPHICS	General Fund Revenue	WY decals for sale in shop	\$148.59
<i>SQ COWBOY GRAPHICS - Total For General Fund Revenue</i>			<i>\$148.59</i>
<b>SQ COWBOY GRAPHICS - ALL DEPARTMENTS</b>			<b>\$148.59</b>

## **SQ J.R. S HUNT; FOR**

SQ J.R. S HUNT; FOR	Balefill - Disposal & Landfill	PHOTO FOR TRUCK BARN EMPLOYEE BREAKRO	\$100.00
<i>SQ J.R. S HUNT; FOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$100.00</i>
<b>SQ J.R. S HUNT; FOR - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## **SQ JC BAR PAINTING**

SQ JC BAR PAINTING	Balefill - Disposal & Landfill	LANDFILL MAINTENANCE AND PAINTING	\$1,950.00
SQ JC BAR PAINTING	Balefill - Disposal & Landfill	PARKING BLOCK PREP AND PAINT	\$500.00
<i>SQ JC BAR PAINTING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,450.00</i>
<b>SQ JC BAR PAINTING - ALL DEPARTMENTS</b>			<b>\$2,450.00</b>

## **SQ PEDEN'S INC.**

SQ PEDEN'S INC.	Rec Center - Sports Programs	Staff shirts from Pedens	\$650.00
<i>SQ PEDEN'S INC. - Total For Rec Center - Sports Programs</i>			<i>\$650.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$650.00</b>

## **SQ SALUTE TARGETS,**

SQ SALUTE TARGETS,	Police Investigations	SPORTING GOODS STORES	\$1,614.52
<i>SQ SALUTE TARGETS, - Total For Police Investigations</i>			<i>\$1,614.52</i>
<b>SQ SALUTE TARGETS, - ALL DEPARTMENTS</b>			<b>\$1,614.52</b>

## **SQ WESTERN WYOMING**

SQ WESTERN WYOMING	Buildings & Structures Fund	Locksmith to repair locks at M. Kreiner Pool	\$75.00
<i>SQ WESTERN WYOMING - Total For Buildings &amp; Structures Fund</i>			<i>\$75.00</i>
<b>SQ WESTERN WYOMING - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## STAPLES

STAPLES	Fire-EMS Training	Materials for Department Training Network Live	\$29.67
<i>STAPLES - Total For Fire-EMS Training</i>			\$29.67
STAPLES	Rec Center - Admin	prints and print supplies	\$44.03
<i>STAPLES - Total For Rec Center - Admin</i>			\$44.03
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$73.70</b>

## STAPLES DIRECT

STAPLES DIRECT	Rec Center - Admin	PRINT FOR PICTURE FRAME	\$15.74
STAPLES DIRECT	Rec Center - Admin	prints	\$31.48
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			\$47.22
<b>STAPLES DIRECT - ALL DEPARTMENTS</b>			<b>\$47.22</b>

## STATE OF WY.

STATE OF WY.	Health Insurance Fund	July 2021 Retiree Subsidy	\$5,789.25
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$5,789.25
STATE OF WY.	Water Distribution	Loan #DW055	\$96,220.69
STATE OF WY.	Water Distribution	Loan #DW051	\$36,371.74
STATE OF WY.	Water Distribution	Loan #DW036	\$96,220.69
<i>STATE OF WY. - Total For Water Distribution</i>			\$228,813.12
STATE OF WY.	WWTP Operations	Loan #CW128GR	\$3,434.22
<i>STATE OF WY. - Total For WWTP Operations</i>			\$3,434.22
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$238,036.59</b>

## STELLAR PROGRAMMING

STELLAR PROGRAMMING	Balefill - Diversion & Special	Programming / consulting service	\$202.50
<i>STELLAR PROGRAMMING - Total For Balefill - Diversion &amp; Special</i>			\$202.50
<b>STELLAR PROGRAMMING - ALL DEPARTMENTS</b>			<b>\$202.50</b>

## STERLING

STERLING	Human Resources	Background Checks	\$2,122.17
<i>STERLING - Total For Human Resources</i>			\$2,122.17

**STERLING - ALL DEPARTMENTS**

\$2,122.17

**STEVE JOHNSTON**

STEVE JOHNSTON	General Fund Revenue	Fort Caspar vintage WY license plates	\$215.00
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<i>STEVE JOHNSTON - Total For General Fund Revenue</i>			<i>\$215.00</i>
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**STEVE JOHNSTON - ALL DEPARTMENTS**

\$215.00

**STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Water Distribution	throttle cable for weedeater	\$26.49
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<i>STOTZ EQUIPMENT - Total For Water Distribution</i>			<i>\$26.49</i>
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STOTZ EQUIPMENT	WWTP Operations	Mower idler	\$61.53
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<i>STOTZ EQUIPMENT - Total For WWTP Operations</i>			<i>\$61.53</i>
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**STOTZ EQUIPMENT - ALL DEPARTMENTS**

\$88.02

**SUMMIT FIRE AND SECU**

SUMMIT FIRE AND SECU	Metro Animal Shelter	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$262.75
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<i>SUMMIT FIRE AND SECU - Total For Metro Animal Shelter</i>			<i>\$262.75</i>
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**SUMMIT FIRE AND SECU - ALL DEPARTMENTS**

\$262.75

**SUTHERLANDS 2219**

SUTHERLANDS 2219	Refuse - Recycling	FENCE REPAIR SUPPLIES , SAFETY WORK GLOVE	\$29.94
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<i>SUTHERLANDS 2219 - Total For Refuse - Recycling</i>			<i>\$29.94</i>
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SUTHERLANDS 2219	Refuse - Residential	FENCE REPAIR SUPPLIES , SAFETY WORK GLOVE	\$104.25
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<i>SUTHERLANDS 2219 - Total For Refuse - Residential</i>			<i>\$104.25</i>
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SUTHERLANDS 2219	RWS - Booster Stations	WARDWELL BOOSTER LAWN FERTILIZER	\$27.38
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<i>SUTHERLANDS 2219 - Total For RWS - Booster Stations</i>			<i>\$27.38</i>
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SUTHERLANDS 2219	Water Distribution	9 volt & D batteries	\$33.67
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<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$33.67</i>
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**SUTHERLANDS 2219 - ALL DEPARTMENTS**

\$195.24

**TEXAS ROADHOUSE**

TEXAS ROADHOUSE	Fire-EMS Training	Meal while attending the Fire Department Traini	\$23.79
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TEXAS ROADHOUSE - Total For Fire-EMS Training	\$23.79
<b>TEXAS ROADHOUSE - ALL DEPARTMENTS</b>	<b>\$23.79</b>

## THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 6/22/21.	\$9,584.71
THATCHER CO. - Total For WWTP Regional Interceptors			\$9,584.71
<b>THATCHER CO. - ALL DEPARTMENTS</b>			<b>\$9,584.71</b>

## THE ARC OF NATRONA C

THE ARC OF NATRONA C	Capital Projects Fund	1%#16 Funding The Arc of Natro	\$2,333.35
THE ARC OF NATRONA C	Capital Projects Fund	1%#16 Funding The Arc of Natro	\$2,333.35
THE ARC OF NATRONA C - Total For Capital Projects Fund			\$4,666.70
<b>THE ARC OF NATRONA C - ALL DEPARTMENTS</b>			<b>\$4,666.70</b>

## THE DONUTS SHOP ON C

THE DONUTS SHOP ON C	Fire-EMS Training	Meal while at IFSTA Live Fire Instructor Class	\$23.95
THE DONUTS SHOP ON C - Total For Fire-EMS Training			\$23.95
<b>THE DONUTS SHOP ON C - ALL DEPARTMENTS</b>			<b>\$23.95</b>

## THE HOME DEPOT

THE HOME DEPOT	Cemetery	glowers for OYD	\$365.73
THE HOME DEPOT - Total For Cemetery			\$365.73
THE HOME DEPOT	Fire-EMS Training	Materials for Swift Water Training Prop	\$101.68
THE HOME DEPOT - Total For Fire-EMS Training			\$101.68
THE HOME DEPOT	Hogadon - Operations	Lodge repairs	\$153.26
THE HOME DEPOT - Total For Hogadon - Operations			\$153.26
THE HOME DEPOT	Ice Arena - Operations	BASEMENT TOOLS FOR CONCRETE PATCH	\$144.25
THE HOME DEPOT - Total For Ice Arena - Operations			\$144.25
THE HOME DEPOT	Rec Center - Operations	custodial	\$56.48
THE HOME DEPOT - Total For Rec Center - Operations			\$56.48
THE HOME DEPOT	Weed & Pest Fund	Window Flytrap	\$26.73
THE HOME DEPOT - Total For Weed & Pest Fund			\$26.73

<b>THE HOME DEPOT - ALL DEPARTMENTS</b>	<b>\$848.13</b>
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## THE SOLID WASTE ASSO

THE SOLID WASTE ASSO	Balefill - Disposal & Landfill	Association dues	\$245.00
THE SOLID WASTE ASSO	Balefill - Disposal & Landfill	Annual membership renewal	\$358.00
<i>THE SOLID WASTE ASSO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$603.00</i>
<b>THE SOLID WASTE ASSO - ALL DEPARTMENTS</b>			<b>\$603.00</b>

## THE TRAILHEAD

THE TRAILHEAD	Fire-EMS Training	Breakfast while attending the NFA Class in Rivert	\$17.00
<i>THE TRAILHEAD - Total For Fire-EMS Training</i>			<i>\$17.00</i>
<b>THE TRAILHEAD - ALL DEPARTMENTS</b>			<b>\$17.00</b>

## THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	Sewer line flushing water	\$98.70
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			<i>\$98.70</i>
<b>THIRTY THREE MILE RO - ALL DEPARTMENTS</b>			<b>\$98.70</b>

## TOOLPUSHERS SUPPLY C

TOOLPUSHERS SUPPLY C	Regional Water Operations	Stem Packing	\$153.72
TOOLPUSHERS SUPPLY C	Regional Water Operations	TAX CREDIT FOR INVOICE 227059-001	(\$7.32)
<i>TOOLPUSHERS SUPPLY C - Total For Regional Water Operations</i>			<i>\$146.40</i>
<b>TOOLPUSHERS SUPPLY C - ALL DEPARTMENTS</b>			<b>\$146.40</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Fleet Maintenance Fund	June 2021 monthly copy charge	\$55.48
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			<i>\$55.48</i>
TOP OFFICE PRODUCTS	Parks - Parks Maint.	June 2021 monthly copy charge	\$55.47
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$55.47</i>
TOP OFFICE PRODUCTS	Streets	June 2021 monthly copy charge	\$55.48
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$55.48</i>
TOP OFFICE PRODUCTS	Water Distribution	June 2021 copy charge	\$136.06

TOP OFFICE PRODUCTS - Total For Water Distribution	\$136.06
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TOP OFFICE PRODUCTS - ALL DEPARTMENTS	\$302.49
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## TRADESHOWBOOTH.COM

TRADESHOWBOOTH.COM	Fire-EMS Training	Casper Fire-EMS Backdrop and Podium	\$1,314.99
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TRADESHOWBOOTH.COM - Total For Fire-EMS Training	\$1,314.99
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TRADESHOWBOOTH.COM - ALL DEPARTMENTS	\$1,314.99
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## TRANSFOR

TRANSFOR	Public Transit - CARES Act	WBG loop straps 1 x 14 inch	\$104.70
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TRANSFOR - Total For Public Transit - CARES Act	\$104.70
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TRANSFOR - ALL DEPARTMENTS	\$104.70
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## TREESTUFF

TREESTUFF	Weed & Pest Fund	HARDWARE EQUIPMENT AND SUPPLIES	\$310.96
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TREESTUFF - Total For Weed & Pest Fund	\$310.96
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TREESTUFF - ALL DEPARTMENTS	\$310.96
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## TRENDMICRO YEARLY PL

TRENDMICRO YEARLY PL	Fire-EMS Administration	Trend Micro Internet Security Auto Renewal	\$52.49
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TRENDMICRO YEARLY PL - Total For Fire-EMS Administration	\$52.49
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TRENDMICRO YEARLY PL - ALL DEPARTMENTS	\$52.49
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## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Ridgecrest Zone 2-3	\$41,383.99
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TRETO CONST. - Total For Capital Projects Fund	\$41,383.99
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TRETO CONST.	Water Distribution	Ridgecrest Zone 2-3	128,258.13
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TRETO CONST. - Total For Water Distribution	\$128,258.13
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TRETO CONST. - ALL DEPARTMENTS	\$169,642.12
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## TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Special waste	\$400.00
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion &amp; Special</i>			<i>\$400.00</i>
<b>TRI STATE OIL RECLAI - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM	Golf - Operations	Point of Sale It Support contract	\$55.00
<i>TRI-TECHNICAL SYSTEM - Total For Golf - Operations</i>			<i>\$55.00</i>
<b>TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS</b>			<b>\$55.00</b>

## TST CHEYENNE RIB AN

TST CHEYENNE RIB AN	Fire-EMS Training	Rib and Chop House - Meal while at IFSTA Live F	\$34.01
<i>TST CHEYENNE RIB AN - Total For Fire-EMS Training</i>			<i>\$34.01</i>
<b>TST CHEYENNE RIB AN - ALL DEPARTMENTS</b>			<b>\$34.01</b>

## TST RACCA S PIZZERI

TST RACCA S PIZZERI	Regional Water Operations	lunch w/ potential WTP PLANT OPERATOR	\$65.66
<i>TST RACCA S PIZZERI - Total For Regional Water Operations</i>			<i>\$65.66</i>
<b>TST RACCA S PIZZERI - ALL DEPARTMENTS</b>			<b>\$65.66</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$1,034.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,034.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$17,836.50
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$3,510.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$5,720.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$27,066.50</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$1,551.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$1,551.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$258.50
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$258.50</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$1,292.50
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$1,292.50</i>
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$2,843.50

TYLER TECHNOLOGIES I - Total For Water Distribution			\$2,843.50
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$1,034.00
TYLER TECHNOLOGIES I - Total For WWTP Operations			\$1,034.00
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$35,080.00</b>

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Golf - Operations	SPILL CONTAINMENT STATIONS (2)	\$535.43
ULINE SHIP SUPPLIE - Total For Golf - Operations			\$535.43
<b>ULINE SHIP SUPPLIE - ALL DEPARTMENTS</b>			<b>\$535.43</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$537.46
UNIFORMS 2 GEAR - Total For Police Career Services			\$537.46
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$537.46</b>

## UNITED 0169924415

UNITED 0169924415	Police Career Services	UNITED AIRLINES	\$45.00
UNITED 0169924415 - Total For Police Career Services			\$45.00
<b>UNITED 0169924415 - ALL DEPARTMENTS</b>			<b>\$45.00</b>

## UNITED 0169926438

UNITED 0169926438	Fire-EMS Training	Baggage fee for flight to Fire Department Trainin	\$35.00
UNITED 0169926438	Fire-EMS Training	Baggage free for flight to Fire Department Train	\$45.00
UNITED 0169926438 - Total For Fire-EMS Training			\$80.00
<b>UNITED 0169926438 - ALL DEPARTMENTS</b>			<b>\$80.00</b>

## UNITED WAY OF NATRON

UNITED WAY OF NATRON	Capital Projects Fund	1%#16 Funding United Way	\$757.55
UNITED WAY OF NATRON - Total For Capital Projects Fund			\$757.55
<b>UNITED WAY OF NATRON - ALL DEPARTMENTS</b>			<b>\$757.55</b>

## UPS 0000008F045W231

UPS 0000008F045W231	Regional Water Operations	Sample Shipping	\$642.54
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<i>UPS 0000008F045W231 - Total For Regional Water Operations</i>			<i>\$642.54</i>
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<b>UPS 0000008F045W231 - ALL DEPARTMENTS</b>			<b>\$642.54</b>
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## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$3,763.00
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<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$3,763.00</i>
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<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$3,763.00</b>
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## USPS PO 5715580945

USPS PO 5715580945	Public Transit - CARES Act	POSTAGE STAMPS - Package Return	\$4.20
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<i>USPS PO 5715580945 - Total For Public Transit - CARES Act</i>			<i>\$4.20</i>
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USPS PO 5715580945	Water Administration	POSTAGE STAMPS	\$330.00
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<i>USPS PO 5715580945 - Total For Water Administration</i>			<i>\$330.00</i>
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<b>USPS PO 5715580945 - ALL DEPARTMENTS</b>			<b>\$334.20</b>
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## UW CASHIER OFFICE

UW CASHIER OFFICE	Metro Animal Shelter	COLLEGES, UNIVERSITIES, PROFESSIONAL SCH	\$38.81
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<i>UW CASHIER OFFICE - Total For Metro Animal Shelter</i>			<i>\$38.81</i>
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<b>UW CASHIER OFFICE - ALL DEPARTMENTS</b>			<b>\$38.81</b>
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## VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste Shipment	\$10,988.23
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<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion &amp; Special</i>			<i>\$10,988.23</i>
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<b>VEOLIA ES TECHNICAL - ALL DEPARTMENTS</b>			<b>\$10,988.23</b>
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## VERIZON CONNECT NWF

VERIZON CONNECT NWF	Code Enforcement	Monthly service	\$145.71
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<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			<i>\$145.71</i>
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VERIZON CONNECT NWF	Fleet Maintenance Fund	Monthly service	\$16.19
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<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			\$16.19
VERIZON CONNECT NWF	Parks - Parks Maint.	Monthly service	\$291.42
<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			\$291.42
VERIZON CONNECT NWF	Refuse - Residential	Monthly service	\$550.46
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			\$550.46
VERIZON CONNECT NWF	Sewer Wastewater Collection	Monthly service	\$48.57
<i>VERIZON CONNECT NWF - Total For Sewer Wastewater Collection</i>			\$48.57
VERIZON CONNECT NWF	Streets	Monthly service	\$518.08
<i>VERIZON CONNECT NWF - Total For Streets</i>			\$518.08
VERIZON CONNECT NWF	Water Distribution	Monthly service	\$161.90
<i>VERIZON CONNECT NWF - Total For Water Distribution</i>			\$161.90
<b>VERIZON CONNECT NWF - ALL DEPARTMENTS</b>			<b>\$1,732.33</b>

## VERIZON WIRELESS

VERIZON WIRELESS	Buildings & Structures Fund	Cell phone service	\$40.01
<i>VERIZON WIRELESS - Total For Buildings &amp; Structures Fund</i>			\$40.01
VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$40.01
<i>VERIZON WIRELESS - Total For Cemetery</i>			\$40.01
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$190.07
<i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i>			\$190.07
VERIZON WIRELESS	Public Safety Communication	Cell phone service	\$140.98
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			\$140.98
VERIZON WIRELESS	Weed & Pest Fund	Acct #342080735-00001	\$40.03
<i>VERIZON WIRELESS - Total For Weed &amp; Pest Fund</i>			\$40.03
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$451.10</b>

## VERMEER SALES & SERV

VERMEER SALES & SERV	Weed & Pest Fund	Forks	\$1,095.00
<i>VERMEER SALES &amp; SERV - Total For Weed &amp; Pest Fund</i>			\$1,095.00
<b>VERMEER SALES &amp; SERV - ALL DEPARTMENTS</b>			<b>\$1,095.00</b>

## VMACY

VMACY	Police Career Services	Sewing service	\$12.00
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VMACY - Total For Police Career Services	\$12.00
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<b>VMACY - ALL DEPARTMENTS</b>	<b>\$12.00</b>
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## VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	Destruction rotations	\$88.20
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VRC COMPANIES LLC - Total For Human Resources	\$88.20
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<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>	<b>\$88.20</b>
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## WAL-MART #1617

WAL-MART #1617	Rec Center - Admin	frames for prints	\$45.94
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WAL-MART #1617 - Total For Rec Center - Admin	\$45.94
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WAL-MART #1617	Rec Center - Classes	GROCERY STORES, SUPERMARKETS CRC Progra	\$19.09
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WAL-MART #1617 - Total For Rec Center - Classes	\$19.09
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<b>WAL-MART #1617 - ALL DEPARTMENTS</b>	<b>\$65.03</b>
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## WAL-MART #3778

WAL-MART #3778	Rec Center - Admin	FRAMES FOR PRINTS	\$68.91
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WAL-MART #3778	Rec Center - Admin	PICTURE FRAME FOR PRINT	\$22.97
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WAL-MART #3778 - Total For Rec Center - Admin	\$91.88
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WAL-MART #3778	Rec Center - Classes	Classes, Camp	\$103.22
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WAL-MART #3778 - Total For Rec Center - Classes	\$103.22
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<b>WAL-MART #3778 - ALL DEPARTMENTS</b>	<b>\$195.10</b>
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## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Monthly water service	\$131.88
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WARDWELL WATER & SEW - Total For RWS - Booster Stations	\$131.88
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<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>	<b>\$131.88</b>
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## WEAR PARTS INC

WEAR PARTS INC	Water Meters	BOLTS FOR METER INSTALLS	\$168.05
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WEAR PARTS INC - Total For Water Meters	\$168.05
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WEAR PARTS INC	WWTP Operations	Filter	\$125.17
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<i>WEAR PARTS INC - Total For WWTP Operations</i>			\$125.17
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$293.22</b>

## Wear Parts, Inc.

Wear Parts, Inc.	Refuse - Recycling	Misc parts	\$418.37
<i>Wear Parts, Inc. - Total For Refuse - Recycling</i>			\$418.37
<b>Wear Parts, Inc. - ALL DEPARTMENTS</b>			<b>\$418.37</b>

## WESTERN COOPERATIVE

WESTERN COOPERATIVE	Weed & Pest Fund	7 tons of fertilizer for parks	\$20,720.00
<i>WESTERN COOPERATIVE - Total For Weed &amp; Pest Fund</i>			\$20,720.00
<b>WESTERN COOPERATIVE - ALL DEPARTMENTS</b>			<b>\$20,720.00</b>

## WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Diversion & Special	Fire sprinkler systems annual testing	\$2,805.00
<i>WESTERN STATES FIRE - Total For Balefill - Diversion &amp; Special</i>			\$2,805.00
<b>WESTERN STATES FIRE - ALL DEPARTMENTS</b>			<b>\$2,805.00</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$31,188.72
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			\$31,188.72
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$31,188.72</b>

## WHENTOWORK INC

WHENTOWORK INC	Public Transit - CARES Act	Work Scheduling software	\$330.00
<i>WHENTOWORK INC - Total For Public Transit - CARES Act</i>			\$330.00
<b>WHENTOWORK INC - ALL DEPARTMENTS</b>			<b>\$330.00</b>

## WM SUPERCENTER

WM SUPERCENTER	Balefill - Diversion & Special	SPECIAL WASTE COFFEE	\$24.92
<i>WM SUPERCENTER - Total For Balefill - Diversion &amp; Special</i>			\$24.92

WM SUPERCENTER	Cemetery	GROCERY STORES, SAFETY SUNSCREEN	\$27.92
<i>WM SUPERCENTER - Total For Cemetery</i>			<i>\$27.92</i>
WM SUPERCENTER	Rec Center - Classes	Paint, Boxes, Class supplies	\$12.31
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$12.31</i>
WM SUPERCENTER	Rec Center - Operations	Paint, Boxes, Class supplies	\$34.18
<i>WM SUPERCENTER - Total For Rec Center - Operations</i>			<i>\$34.18</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$99.33</b>

## WPY MountainPlains M

WPY MountainPlains M	General Fund Revenue	Annual Museum Conference registration for 2 st	\$1,020.00
<i>WPY MountainPlains M - Total For General Fund Revenue</i>			<i>\$1,020.00</i>
<b>WPY MountainPlains M - ALL DEPARTMENTS</b>			<b>\$1,020.00</b>

## WWW CASPERSTARTRIBUN

WWW CASPERSTARTRIBUN	City Attorney	Assistant City Attorney Job Posting	\$391.00
<i>WWW CASPERSTARTRIBUN - Total For City Attorney</i>			<i>\$391.00</i>
<b>WWW CASPERSTARTRIBUN - ALL DEPARTMENTS</b>			<b>\$391.00</b>

## WY. ASSOC. OF RISK M

WY. ASSOC. OF RISK M	Property Insurance Fund	Crime coverage 7/01/21 - 7/01/22	\$3,384.41
WY. ASSOC. OF RISK M	Property Insurance Fund	Property assessment 7/01/21 - 7/01/22	619,281.04
WY. ASSOC. OF RISK M	Property Insurance Fund	Liability assessment 7/01/21 - 7/01/22	767,176.40
<i>WY. ASSOC. OF RISK M - Total For Property Insurance Fund</i>			<i>\$1,389,841.85</i>
<b>WY. ASSOC. OF RISK M - ALL DEPARTMENTS</b>			<b>\$1,389,841.85</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Articulated truck rental	\$14,472.00
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$14,472.00</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repairs	\$1,089.98
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,089.98</i>
<b>WY. MACHINERY CO. - ALL DEPARTMENTS</b>			<b>\$15,561.98</b>

## WYOMING SAFETY GROUP

WYOMING SAFETY GROUP	Risk Management	Safety Consultation Services -	\$4,000.00
<i>WYOMING SAFETY GROUP - Total For Risk Management</i>			<i>\$4,000.00</i>
<b>WYOMING SAFETY GROUP - ALL DEPARTMENTS</b>			<b>\$4,000.00</b>

## WYOMING STATE BAR

WYOMING STATE BAR	City Attorney	JOB POSTING	\$100.00
<i>WYOMING STATE BAR - Total For City Attorney</i>			<i>\$100.00</i>
<b>WYOMING STATE BAR - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Freon removal	\$1,750.00
<i>WYOMING STEEL &amp; RECY - Total For Refuse - Recycling</i>			<i>\$1,750.00</i>
<b>WYOMING STEEL &amp; RECY - ALL DEPARTMENTS</b>			<b>\$1,750.00</b>

## XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	May/June 2021 copies	\$208.25
<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$208.25</i>
<b>XEROX CORPORATION - ALL DEPARTMENTS</b>			<b>\$208.25</b>

## XTREME LANDSCAPING L

XTREME LANDSCAPING L	Code Enforcement	Mowing & trimming of grass	\$264.06
<i>XTREME LANDSCAPING L - Total For Code Enforcement</i>			<i>\$264.06</i>
<b>XTREME LANDSCAPING L - ALL DEPARTMENTS</b>			<b>\$264.06</b>

## CITYWIDE BILLS AND CLAIMS TOTAL

\$5,270,035.23

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

SUBMITTED BY (Finance Dir) \_\_\_\_\_ DATE \_\_\_\_\_

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

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

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
07/20/21

**Additional Accounts Payable**

**07/01/21**

**Prewrits - Payroll Vendors, Mileage Reimbursement, Petty Cash, Recording Plats/Docs & Retiree Subsidy**

American Heritage Life Insurance / Allstate	4,491.62
Continental American Life Insurance / Aflac	693.28
Adam Hiatt - Mileage reimbursement	43.60
FIB - Petty Cash (Community Development)	275.64
Life Insurance Company of North America / Cigna	13,019.82
Natrona County Clerk - Recording plats & documents	399.00
Natrona County Clerk - Recording plats & documents	837.00
State of Wyoming - Dept. of Admin & Info - Retiree subsidy	4,383.65
NCPERS Group Life Insurance	720.00
State of Wyoming - Department of Workforce	75,196.63

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100,060.24

**07/08/21**

**Prewrits - Petty Cash, Monthly Sales Tax & Payroll Vendors**

FIB - Petty Cash (Engineering)	239.00
State of Wyo Dept. of Revenue - June 2021 sales tax	2,292.34
State of Wyo Dept. of Admin & Info - June 2021 insurance benefits	906,051.67

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908,583.01

**Total Additional AP** **\$ 1,008,643.25**

July 7, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Public Hearing for Consideration of an Ordinance approving a zone change of the Back Nine Addition

Meeting Type & Date:

Regular Council Meeting, July 20, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish August 3, 2021 as the date of public hearing for consideration of an Ordinance approving a zone change of the Back Nine Addition from PUD (Planned Unit Development) to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business).

Summary:

An application has been submitted requesting a change of the zoning classification of The Back Nine Addition from PUD (Planned Unit Development), to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business). The property encompasses approximately 44.5-acres, and was originally zoned PUD (Planned Unit Development) in June of 2011. Given the inflexibility of the PUD (Planned Unit Development) zoning guidelines, the applicants would prefer to develop the subdivision under traditional zoning regulations.

The Planning and Zoning Commission voted, unanimously, to support the zone change, as requested, after a public hearing on June 17, 2021. There was significant public interest and discussion about this case, and it is highly recommended that the City Council review the video of the Planning and Zoning Commission public hearing on the City's website, beginning at approximately the 46:00 minute mark, at the following link: <https://www.youtube.com/watch?v=6pt-Dh3rtig>

Financial Considerations:

Not applicable

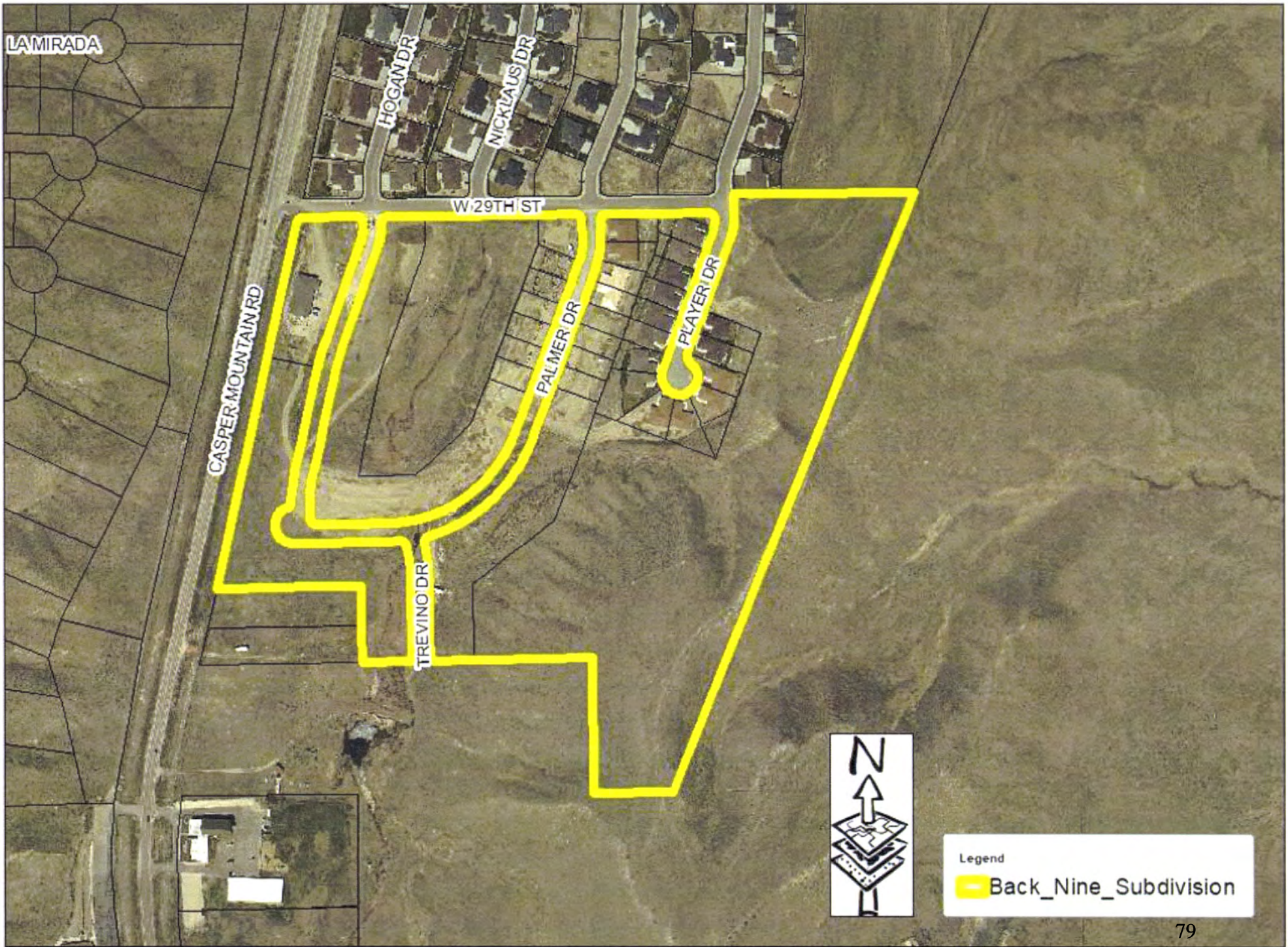
Oversight/Project Responsibility:

Community Development Department – Planning Division



Attachments:

Location Map

Back Nine Subdivision - Rezone



July 7, 2021

MEMO TO: J. Carter Napier, City Manager   
FROM: Liz Becher, Community Development Director   
SUBJECT: Establish the date for a public hearing to consider an Ordinance approving a vacation, replat and zone change creating the Trails West Estates No. 5 Addition

Meeting Type & Date:

Regular Council Meeting, July 20, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish August 3, 2021 as the date of public hearing for consideration of an Ordinance approving a vacation, replat and zone change creating the Trails West Estates No. 5 Addition.

Summary:

Application has been made to vacate and replat 116-acres, more or less, located north of Whispering Springs Road and Village Drive. The area is currently platted as a residential subdivision, but is undeveloped. The purpose of the replat is to vacate all the existing lots, in order to reduce carrying costs (property taxes) on the property, in that development of the area is not to be undertaken in the near future. The replat is creating four (4) newly configured tracts, all of which have frontage on existing public streets to the south. Tract 4 consists of dedicated City parkland, and is proposed to be zoned PH (Park Historic). The remaining three (3) tracts are proposed to be zoned AG (Urban Agriculture).

The Planning and Zoning Commission voted, unanimously, to support the vacation, replat and zone change after a public hearing on June 17, 2021. There were no public comments either for or against this case.

Financial Considerations:

Not applicable

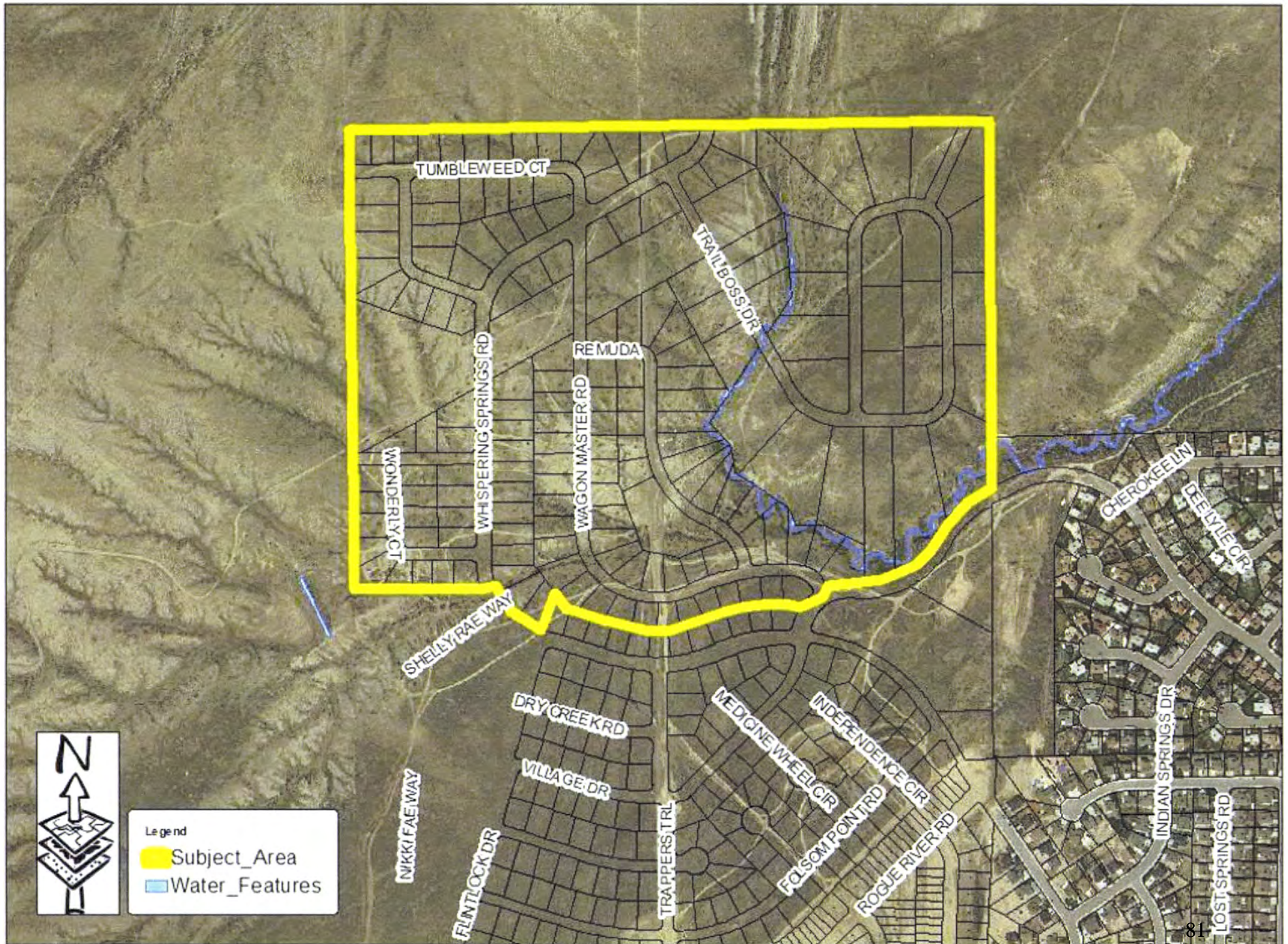
Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Location Map

# Trails West Estates No. 5 Addition (Vacation of Current Plat)



July 8, 2021

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Establish Public Hearing for New Bar and Grill Liquor License for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located at 1121 Wilkins Circle.

Meeting Type & Date

Regular Council Meeting  
July 20, 2021

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider establishing August 3, 2021 as the Public Hearing date for a new bar and grill liquor license for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located 1121 Wilkins Circle.

Summary

An application has been received requesting a new bar and grill liquor license for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located 1121 Wilkins Circle. This application is one of three. The City of Casper received three (3) applications for two (2) available bar and grill liquor licenses. The submitted applications are from (1) Grace Partners, LC d/b/a Spotlight Lounge, (2) Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, and (3) Mouthful, LLC d/b/a Mouthful.

This address was formerly Crossroads View, Inc. d/b/a Sidelines. Wyoming Downs plans to host patrons for dining and drinks in their pari-mutuel wagering facility. Their menu will be pizza, hotdogs, sandwiches, and appetizers/snacks. The building had significant construction improvements prior to its opening date on May 22, 2021.

Bar and Grill liquor licenses must have the majority of their revenue be from food services and not from the sale of alcohol liquor or malt beverages. They must also have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; they must have at least one dedicated service representative (bartender), and a choice of at least six major distilled spirits available for retail sale. Restaurant and Bar and Grills liquor licenses cannot sell alcohol for off premise consumption. All sales of alcoholic or malt beverages shall cease at the time food sales and services cease.

Retail liquor license are not subject to a food requirement. Retail liquor license holders may sell package liquor for off premise consumption. They may also apply for permits to cater off site event. If a retail liquor license holder has a bar and package liquor they must be separated by a glass or other suitable partition to permit persons to pass freely between the two facilities.

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

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

#### Financial Considerations

City will receive \$6,391.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

#### Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

#### Attachments

Menu

# Menu

## Breakfast

Burrito	
Egg, Potato, Cheese, and Chili.....	\$3.00
Bacon, Egg, Potato, Cheese, and Chili.....	\$4.00
Sausage, Egg, Potato, Cheese, and Chili.....	\$4.00
Muffin.....	\$1.00

## Appetizers

Chicken Tenders.....	\$4.00
Mozzarella Sticks.....	\$3.00
Fried Mushrooms.....	\$3.00
French Fries.....	\$2.00
Chips.....	\$1.00
Candy.....	\$1.00

## Sandwich

Hot Dogs.....	\$3.00
Bratwurst.....	\$3.00
Italian Sausage.....	\$4.00
Meatball.....	\$4.00

## Pizza

Cheese.....	\$3.00
Pepperoni.....	\$4.00
Sausage.....	\$4.00
Combo.....	\$4.00

July 8, 2021

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Establish Public Hearing for a New Bar and Grill Liquor License, Mouthful, LLC d/b/a Mouthful, Located at 136 East 2<sup>nd</sup> Street.

Meeting Type & Date

Regular Council Meeting  
July 20, 2021

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish August 3, 2021 as the Public Hearing date for a new bar and grill liquor license for Mouthful, LLC d/b/a Mouthful, located at 136 East 2<sup>nd</sup> Street.

Summary

An application has been received requesting a new bar and grill liquor license for Mouthful, LLC d/b/a Mouthful, located at 136 East 2<sup>nd</sup> Street. This application is one of three. The City of Casper received three (3) applications for two (2) available bar and grill liquor licenses. The submitted applications are from (1) Grace Partners, LC d/b/a Spotlight Lounge, (2) Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, and (3) Mouthful, LLC d/b/a Mouthful.

This will be Mouthful's second location. They will offer a dining experience that is family friendly and serve hamburgers, sandwiches and salads. This building has been undergoing renovations for some time and they plan on being open in September of this year.

Bar and Grill liquor licenses must have the majority of their revenue be from food services and not from the sale of alcohol liquor or malt beverages. They must also have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; they must have at least one dedicated service representative (bartender), and a choice of at least six major distilled spirits available for retail sale. Restaurant and Bar and Grills liquor licenses cannot sell alcohol for off premise consumption. All sales of alcoholic or malt beverages shall cease at the time food sales and services cease.

Retail liquor license are not subject to a food requirement. Retail liquor license holders may sell package liquor for off premise consumption. They may also apply for permits to cater off site

event. If a retail liquor license holder has a bar and package liquor they must be separated by a glass or other suitable partition to permit persons to pass freely between the two facilities.

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

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

#### Financial Considerations

City will receive \$6,391.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

#### Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

#### Attachments

Menu

## APPETIZERS

### Pizza Fries

Breaded French fries, pizza sauce, pepperonis, mozzarella cheese

10.00

### Mozzarella Sticks

Served with ranch and marinara

8.00

### Onion Rings

Onion rings with ranch

8.50

### Loaded Beef Nachos

Nacho cheese, seasoned ground beef, lettuce, tomato, black olives, onions, jalapenos, shredded cheese, (sour cream and salsa on the side)

12.00

### Cheesy Bacon Ranch Chips

Nacho cheese, shredded cheese Homemade chips, cheese, bacon bits, ranch

12.00

### 8 Bone-in wings

Served with carrots, celery, ranch (split sauce 1.00)

10.00

### 10 Boneless Wings

Served with carrots, celery, ranch (split sauce 1.00)

13.00

## BURGERS

### Hamburger\*

Ketchup, Mustard, Onions, Pickles

9.00

### Cheeseburger\*

Lettuce, Tomato, Onion, Pickle, Ketchup, Mustard, Mayo

10.00

### Jalapeno Cream Cheese\*

Fresh fire roasted Jalepenos, Cream cheese, Mayo

11.00

### Mushroom and Swiss\*

Fresh mini portabella mushrooms, swiss cheese, and Mayo

11.00

### BBQ Bacon Cheeseburger\*

BBQ sauce, onion rings, Bacon, American cheese

11.00

### Wyo City\*

Bacon, sautéed mushrooms, fried egg, swiss cheese, mayo

13.00

### Trio Slider\*

Three small burgers 1 bbq bacon 1 mushroom and swiss 1 jalapeno cream cheese

12.00

## CHICKEN

### Grilled Chicken Sandwich\*

Tomato, lettuce, mayo

12.00

### Fried Chicken Sandwich\*

Tomato, lettuce, mayo

13.00

**Buffalo Chicken Sandwich\***

Fried chicken breast tossed in buffalo sauce, lettuce, tomato, mayo

**13.00****SANDWICHES****BLT**

Bacon, lettuce, tomato, mayo

**9.50****Turkey Melt**

Turkey, bacon, swiss cheese, mayo

**9.50****Hot ham and cheese**

Ham, melted cheese, mayo

**9.00****Club**

Turkey, ham, bacon, american cheese, swiss cheese, lettuce, tomato, mayo

**12.00****DRINKS****Pepsi****2.00****Diet Pepsi****2.00****Sunkist****2.00****7up****2.00****Mt Dew****2.00****Bottled water****1.00****KIDS CORNER****Grilled Cheese****6.00****Corndog Bites****6.00****1/4lb Cheeseburger\***

Mustard, ketchup, onion, tomato

**6.00****2 Chicken Strips\*****6.00****SAUCES****Ranch****0.75****Blu Cheese****0.75****Fry Sauce****0.75****BBQ Sauce****0.75****Jalapeno Ranch**

## **SALADS**

0.75

### **Grilled Chicken Salad\***

Grilled Chicken, Lettuce, Bacon Bits, Cheese, Olives, Onions, Walnuts, Craisons, Croutons

12.00

### **Fried Chicken Salad\***

Fried Chicken, Lettuce, Bacon Bits, Cheese, Olives, Onions, Walnuts, Craisons, Croutons.

13.00

### **Chef Salad**

Ham, turkey ,egg, lettuce, Bacon Bits, Cheese, Olives, Onions, Walnuts, Craisons, Croutons

11.00


### **Buffalo Chicken Salad**


Buffalo Sauce, Fried Chicken, Lettuce, Bacon Bits, Cheese, Olives, Onions, Walnuts, Craisons, Croutons.

14.00

## **MOUTHFUL**

July 2, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Establishing August 17, 2021, as the Public Hearing Date to Consider an Assessment Roll for Local Assessment District (LAD) 157 – Arrowhead Road and Jade Avenue Roadway Improvements Project

Meeting Type & Date:  
Regular Council Meeting  
July 20, 2021

Action Type:  
Minute Action

Recommendation:

That Council, by minute action, establish August 17, 2021, as the date to sit as a Board of Equalization, for the purpose of considering an assessment roll for Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Summary:

In March, 2020, Council adopted Ordinance 8-20 creating Local Assessment District (LAD) No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements. The LAD No. 157 area includes only four (4) properties on each corner of the intersection of Arrowhead Road and Jade Avenue. The LAD includes the following platted areas:

Jimsville Addition      Lot 22, Block B;

Divide Addition      Lots 1, Block C; Lot 9, Block D;

E D C Addition      Block A, excluding 135 square foot parcel in northwest corner

Improvements constructed as part of LAD No. 157 included the addition of new curbwalk and new asphalt pavement over the existing gravel roadway.

Ordinance 8-20 specifies the method of assessment and assessment amounts per lineal foot of property frontage. The estimated project cost of LAD No. 157 was \$72,220.00, which equates to \$96.29 per lineal foot of frontage. These costs include construction and materials costs for concrete curbwalk and materials costs only for crushed base and asphalt.

Construction of the Arrowhead Road and Jade Avenue Roadway Improvements is now complete, and final costs have been tabulated. The actual assessment amount for LAD No. 157 based on actual curbwalk construction and materials costs, and materials costs only for crushed base and

asphalt, is \$69,707.82. The assessment table to be presented to Council on August 17, 2021, will show property assessments calculated at the following rates:

All Improvements = \$94.20 per lineal foot

In comparing the actual construction costs with the estimated costs, the concrete curbside costs are somewhat less than those estimated, and the asphalt street costs are slightly more than those estimated. The estimates were done by the City Engineering Division and based on previous, similar sized projects.

Assessments for the LAD include property owner payment for curbside installation along the street frontage of their property, and asphalt pavement in the street section.

The Public Services Department recommends that Council establish August 17, 2021, as the date to consider the assessments of property owners in LAD No. 157. After the Public Hearing in August, Council will consider the first reading of the Ordinance to confirm the assessments. After the Ordinance is adopted by Council, residents within the District may pay their entire assessment within 30 calendar days, free of interest, or in ten (10) equal, yearly installments at three percent (3%) interest.

The Council, acting as the Board of Equalization, will review the assessment roll, recommend any corrections, and/or approve the assessment roll as presented.

Financial Consideration

The total assessment for the project is \$69,707.82 to be deposited into the LAD Fund.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer

Attachments

None

July 7, 2021

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

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner *CC*  
Dan Elston, Building Inspections Supervisor (Chief Building Official) *DE*  
Thomas Solberg, Fire Chief *TS*  
Devin Garvin, Battalion Chief *DG*

SUBJECT: Adoption of 2021 Triennial International Building Code Updates

Meeting Type & Date: Regular Council Meeting, July 20, 2021.

Action Type: Public Hearing, and 1<sup>st</sup> Reading

Recommendation: That Council, by ordinances (7), adopt the various 2021 Editions of the International Building Codes.

Summary: Every three (3) years the International Code Council (ICC) revises and publishes updated International Building Codes. Once published, the State of Wyoming then adopts the newest editions of the Codes. This year, 2021, marks an adoption year. The State requires that Casper, as a home-rule community, adopt minimum building and fire codes that are equivalent to, or more stringent than those standards adopted by the State. To comply with the State's mandate, the City must adopt the 2021 Editions of the International Codes prior to December 1<sup>st</sup> of this year.

The Chief Building Official presented the proposed changes to the Contractors Licensing and Appeal Board at their May 20, 2021 monthly meeting, which did not express any concerns about any of the Code changes. As with all changes to the Municipal Code, the adoption of the 2021 International Building Codes requires a public hearing, thereby also allowing the general public the opportunity to comment, if they wish to do so.

In an effort to keep the adoption process as brief and concise as possible, an exhaustive discussion of changes is not being presented with this memorandum; however, staff is ready and available to expound on any questions or concerns that may arise. In most cases, the Ordinances that the Council will be formally reviewing on July 20 are simply changes of the years of the adopted Codes from 2018 to 2021.

Financial Considerations: None.

Oversight/Project Responsibility: Building Division, Dan Elston, Chief Building Official.

Attachments:

- Ordinances adopting the following:
  - 2021 International Building Code;
  - 2021 International Residential Code;
  - 2021 International Mechanical Code;
  - 2021 International Plumbing Code;
  - 2021 International Fuel Gas Code;
  - 2021 International Existing Building Code;
  - 2021 International Fire Code.

ORDINANCE NO.17-21

AN ORDINANCE AMENDING SECTIONS 15.04.040, 15.04.050 AND 15.04.110 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE.

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

SECTION 1:

All references to the 2018 International Building Code in Sections 15.04.040 and 15.04.050 of the Casper Municipal Code are hereby amended to read “~~2018~~ **2021** Edition.”

SECTION 2:

The reference to the 2018 Edition of the International Energy Conservation Code in Section 15.04.110 is hereby amended to read “~~2018~~ **2021** Edition.”

SECTION 3:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4:

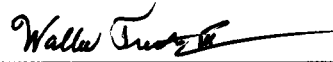
This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO.18-21

AN ORDINANCE AMENDING SECTIONS 15.02.020, 15.02.030 AND 15.02.050 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

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

SECTION 1:

All references to the 2018 International Residential Code in Sections 15.02.020 and 15.02.030 of the Casper Municipal Code are hereby amended to read “~~2018~~ **2021** Edition.”

SECTION 2:

Section 15.02.050 – “Work exempt from permit” is hereby amended to read as follows:

“One-story detached accessory building under one hundred twenty square feet in area as measured at the maximum exterior wall dimension.”

SECTION 3:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4:

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

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

ORDINANCE NO. 19-21

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

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

SECTION 1:

All references to the 2018 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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 \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO. 20-21

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE.

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

SECTION 1:

All references to the 2018 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3:

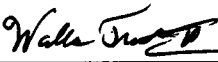
This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO. 21-21

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

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

SECTION 1:

All references to the 2018 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code are hereby amended to read “~~2018~~ **2021** Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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 \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO. 22-21

AN ORDINANCE AMENDING SECTION 15.06.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

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

SECTION 1:

The reference to the 2018 Edition of the international existing building code contained in Section 15.06.020 of the Casper Municipal Code is hereby amended to read “~~2018~~-2021 Edition”.

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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 \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

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Fleur D. Tremel  
City Clerk

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Steven K. Freel  
Mayor

ORDINANCE NO. 23-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.40 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following amendments to the Casper Municipal Code are hereby approved.

SECTION 1: Amendment to Section 15.40.010.

Section 15.40.010 is hereby amended to read “2021 Edition” as follows:

Pursuant to the authority granted by W.S. Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the ~~2018~~ **2021** Edition thereof, including B, C, D, F, H, and I, save and except such portions are hereinafter deleted, modified, or amended by Sections 15.40.070 and 15.40.080 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.

SECTION 2: Amendment to Section 15.40.080 A.

Both references to Chapter 109.3 in Section 15.40.080 A. of the Casper Municipal Code are hereby amended to read “Chapter 112.3” as follows:

A. Chapter ~~109.3~~ **112.3** is deleted and replaced as follows:

Chapter ~~109.3~~ **112.3**. The fire chief and members of the community risk reduction division shall have authority to issue a written citation containing a notice to appear in Municipal Court to any person, who said fire chief or member of the community risk reduction division have probable cause to believe is committing a violation of any of the terms of this code.

SECTION 3: Amendment to Section 15.40.080 C.

The reference to International Fire Code, 2015 Edition, contained in Section 15.40.080 C. is hereby amended to read “2021 Edition” as follows:

C. Section 903.2 is amended as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallons per minute, as determined by Appendix B, International Fire Code, ~~2015~~ **2021** Edition.

SECTION 4: Amendment to Section 15.40.085 A.

The reference to International Fire Code, 2015 Edition, contained in Section 15.40.085 A. is hereby amended to read "2021 Edition" as follows:

15.40.085 - Nuisance fire alarms.

A. Time Periods. For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code ~~2015~~ **2021** ed., shall be dated from the day of their occurrence.

SECTION 5:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6:

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 \_\_\_\_\_, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

July 13, 2021

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

**FROM:** John Henley, City Attorney *JH*  
Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510.

**Meeting Type & Date**  
Regular Council Meeting  
July 20, 2021

**Action type**

Public Hearing and First Reading regarding a proposed ordinance titled "AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510".

**Recommendation**

That Council by ordinance, review and adopt as appropriate, amendments to Chapter 5.08 of the Casper Municipal Code.

**Summary**

***I. Information concerning legislative changes***

The Wyoming Legislature, in the past general session, amended and updated the Wyoming liquor laws. The proposed ordinance states that full retail liquor holders, microbrewers, wineries, winery satellite and distilleries under satellite permits can deliver alcoholic beverages. No other license types can deliver; so restaurant, club, resort, bar and grill cannot deliver alcoholic beverages (see 5.08.110).

It is contemplated by the Liquor Division that delivery by the local package store will not include shipping because deliveries shall be completed during the licensee's operating hours on the same day the alcoholic liquor or malt beverages are removed from the inventory of the licensed premises. Retailers will be able to contract deliveries with delivery companies like Uber Eats or

Door Dash, and delivery companies, to deliver alcoholic liquor or malt beverages, must comply with health and safety codes such as TIPS training (alcohol server training).

Proposed Code Section 5.08.110 3. a-c, also defines what a sealed container is for off-premises transport. By defining sealed containers, both law enforcement and retailers will not have to guess what is and is not allowed for package sales.

One of the big changes to state law addresses restaurant licenses. Archaic restrictions are removed for qualifications for a restaurant liquor license. The main requirement now is that meals must be prepared and served for on premises consumption. The 60/40 split of food sales versus alcohol sales will remain. However, it will now be up to the City Council to decide if a restaurant qualifies for a restaurant liquor license. Previously, the service of “only fry orders” or “such food and victuals as sandwiches, hamburgers, or salads” did not qualify an establishment as a restaurant. If you wish to license a Burger King to sell beer, you will now have that opportunity. (However, the draft ordinance prohibits restaurant liquor licenses for premises with a functional drive up window.) (see 5.08.330 B.3.).

Another big change to obtain a restaurant license is the elimination of the room requirement and other archaic restrictions for restaurant liquor licenses. Restaurants will no longer need to construct a “room” or frame around a fridge to have a restaurant liquor license.

City Council will now approve a dispensing “area” and the area will be restricted to individuals 18 and over. No consumption can take place in this area. (See 5.08.330)

A small change in addition of a fee for manufacture’s permits. This permit was added to the City’s municipal code in June of 2020, but it did not have a fee associated with it. Typically, off site alcohol permits are assessed a fee of fifty dollars (\$50.00). Minimal permits, even without a fee, have been issued.

## ***II. Updates regarding council direction and staff discussion from the June 22, 2021 Work Session.***

**Section 5.08.130 A.5.** has been modified clarifying the annual permit for special malt beverage permits; public auditoriums, civic centers or event centers to be payable annually in advance in the amount of one thousand dollars (\$1,000.00). In addition, a daily permit fee has been added; staff is suggesting the daily permit fee be set at fifty dollars (\$50.00). The permit would be issued by the city clerk’s office and subject to the same requirements as the annual permit fee.

**Section 5.08.480 C.** has been updated adding a section to allow privately owned commercial vehicles designated for hire, such as limousines and buses, to allow their passengers to consume liquor or malt beverages under certain restrictions including:

- The requirement of a physical partition separating the driver or operator seat from the passenger compartment, or at least five (5) linear feet of distance between the driver and the nearest passenger;
- No one other than the driver or operator may be present in the driver’s area/compartment;

- Privately owned commercial vehicles designated for hire; the vehicles must have seating for at least five (5) adults, but not more than fourteen (14) adults; and
- No occupant of the vehicle may be under the age of twenty-one (21) years old.

***Section 5.08.510 Beer keg registration*** –for consistency between municipal and state laws, staff is suggesting this section be repealed in its entirety. Wyoming Statutes §§ 12-2-501 to 12-2-505, regarding beer keg registration were repealed effective July 1, 2021.

### **Financial Considerations**

Liquor License Renewal Revenue for 2021-2022 was \$99,200.

### **Oversight/Project Responsibility**

John Henley, City Attorney (Ordinance Amendments)

Carla Mills-Laatsch, Licensing Specialist

### **Attachments**

Proposed Ordinance

Enrolled Act No. 17 engrossed (Principal Act adopted by the State legislature in the 2021 general session)

ORDINANCE NO. 24-21

AN ORDINANCE UPDATING AND AMENDING  
CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE,  
INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085,  
5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140,  
5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390,  
5.08.430, 5.08.480 AND 5.08.510.

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

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

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

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

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

**5.08.010 Definitions.**

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains at least one-half of one percent of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.

4. "Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. "Building" means a roofed and walled structure built or set in place for permanent use.
6. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
  - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
  - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
  - f. Club does not mean college fraternities, sororities or labor unions.
7. "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.
8. "Division" means the Wyoming Liquor Division.
9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions

under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
11. "Licensee" means a person holding a:
  - a. Retail liquor license;
  - b. Limited retail liquor license;
  - c. Resort liquor license;
  - d. ~~Malt beverage permit~~ Twenty-four (24) hour malt beverage permits;
  - e. Restaurant liquor license;
  - f. Catering permit;
  - g. Special malt beverage permit;
  - h. Bar and grill liquor license;
  - i. ~~Manufacturer's license granted by the Wyoming Liquor Division and a eCity-~~ issued satellite manufacturer's permit; ~~{or}~~
  - j. Microbrewery permit;
  - k. ~~and/or w~~ Winery permit;
  - l. Winery satellite permit;
  - m. Special malt beverage permit for events conducted at rodeo arenas issued pursuant to Wyoming Statute Section 12-4-507.

12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.

~~12.~~13. "Local licensing authority" means the City Council of Casper, Wyoming.

~~13.~~14. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.

~~14.~~15. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.

~~15.~~16. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;

~~16.~~17. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(xix).

~~17.~~18. "Operational," for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve months per year during the license term year to the

general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.

~~18.19.~~ "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.

~~19.20.~~ "Person" includes an individual person, partnership, corporation, limited liability company or association.

~~20.21.~~ "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.

~~21.22.~~ "Restaurant" means ~~space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.~~ space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.

~~22.23.~~ "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

~~23.24.~~ "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

~~24.25.~~ "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

~~25.26.~~ "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

~~26.27.~~ "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

~~27.28.~~ "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the state of Wyoming, Natrona county or the city of Casper, and at least five hours per day five days

per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.

~~28.29.~~ "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

~~29.30.~~ "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

#### 5.08.080 License application—Notice, hearing and appeals procedure.

- A. When an application for a license, ~~permit, special malt beverage permit, satellite manufacturer's permit,~~ or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, ~~place the notice conspicuously upon the premises shown by the application as the proposed place of sale,~~ and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

##### NOTICE OF APPLICATION FOR A \_\_\_\_\_

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (name of applicant) filed an application for a \_\_\_\_\_ license (permit), in the office of the Clerk of the City of Casper for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of \_\_\_\_\_.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the (meeting place of the governing body).

\_\_\_\_\_  
Dated \_\_\_\_\_

Signed City Clerk

- B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:
1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;
  2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;

3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;
  4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or
  5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.
- C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.
- D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.
- E. Upon an appeal, the person applying for ~~a license and claiming~~ renewal ~~preference of~~ license shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.
- F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred fifty dollars (\$250.00) shall be assessed for applications received one to five days late; a late fee of five hundred dollars (\$500.00) shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application.

#### **5.08.085 Suspension of license by licensing authorities for failure to pay sales tax.**

The city council may suspend any license issued under this title if the licensee fails to pay sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may appeal license suspension to the district court in the manner specified under Wyoming Statutes Section 12-4-104 and the appeal proceedings shall be in accordance with the Wyoming Rules of

Appellate Procedure. The suspension shall remain in effect pending a decision by the appellate court.

**5.08.090 Suspension of license by licensing authorities for failure to pay sales tax. Winery permits; authorized; conditions; satellite winery permits; direct shipment of wine; fees.**

~~A. The city council may suspend any license issued under this title if the licensee fails to pay sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may appeal license suspension to the district court in the manner specified under Wyoming Statutes Section 12-4-104 and the appeal proceedings shall be in accordance with the Wyoming Rules of Appellate Procedure. The suspension shall remain in effect pending a decision by the appellate court.~~

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

B. The local licensing authority:

1. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;
2. May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale;
3. In accordance with the process established under this chapter, may allow the transfer of a winery permit to another location and ownership of the winery may be transferred upon approval by the local licensing authority;
4. Shall assess a fee of five hundred dollars (\$500.00) payable annually in advance for each winery permit. When dual ownership of a winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a winery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a winery permit and a bar and grill liquor license, except that either dual holder:

1. May sell the manufactured wine for limited off-premises personal consumption pursuant to paragraph B.2 of this section;
2. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve wines authorized under the winery permit;

3. Shall not include sales of wines authorized under the winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).
- D. The local licensing authority may issue to the holder of a winery permit under this section a satellite winery permit which allows the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, and the licensed building provisions of W.S. 12-5-201.
- E. Notwithstanding paragraph B.2. of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.
- F. Any licensed winery holding a winery permit pursuant to this section shall:
1. Not ship more than a total of one hundred eight (108) liters of its manufactured wine to any one (1) household in this state during any twelve (12) month period;
  2. Offer to sell its manufactured wine to the liquor division at wholesale prices if the winery ships more than ninety (90) liters total of any of its manufactured wine to any combination of households or licensed retailers in this state;
  3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;
  4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";
  5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;
  6. Maintain records for at least three (3) years that will permit the local licensing authority to ascertain the truthfulness of the information filed and permit the City to examine licensee's records upon reasonable request.
- G. The local licensing authority may issue to a winery permit holder an off-premises wine permit for the purpose of selling its own manufactured wine at meetings, conventions, private parties, dinners and other similar gatherings to promote the holder's product. No permittee holding an off-premises wine permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises wine permit shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours set pursuant to W.S. 12-5-101. No holder of a wine permit shall receive more than twelve (12) off-premises wine permits in any one (1) calendar year. An off-premises wine permit may be issued on application to the appropriate licensing

authority. The local licensing authority may require payment of an additional permit fee of not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00) per twenty-four (24) hour period.

H. The holder of a winery permit under this section may also hold a manufacturer's license under W.S. 12-2-203(a).

**5.08.100 Microbrewery ~~and winery~~ permits; ~~authorized; conditions; dual permits and~~ licenses; ~~satellite winery permits; direct shipment of wine; fees.~~**

A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the city may issue:

1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;
2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. A Casper microbrewery permit or a winery permit:

1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;
2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;
3. Is approved for the dual holding of a microbrewery permit or winery permit and one of the following:
  - a. A retail liquor license as provided in Wyoming Statutes Sections 12-4-101 through 12-4-201;
  - b. Subject to subsection C. of this section, a restaurant license as authorized in this chapter.
  - e. A resort license as provided in this chapter;
  - d. A microbrewery permit as provided under paragraph A.1 of this section;
  - e. A winery permit as provided under paragraph A.2 of this section; or
  - f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.
4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;

- ~~5. Allows the winery to sell its manufactured wine on site for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty eight ounces per sale;~~
  - ~~6. The number of microbreweries or the number of wineries are limited to no more than those allowed in Wyoming Statutes Section 12-4-201(d) for each permit;~~
  - ~~7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and~~
  - ~~8. Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.~~
- ~~C. Wyoming Statutes Section 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph B.3.b of this section, except the dual holder:~~
- ~~1. Reserved.~~
  - ~~2. May sell the brewed malt beverage or manufactured wine for limited off premises personal consumption pursuant to paragraphs B.4 and 5 of this section;~~
  - ~~3. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~
  - ~~4. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under Wyoming Statutes Section 12-4-408(e).~~
- ~~D. In addition to subsection B. of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of Wyoming Statutes Section 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of Wyoming Statutes Section 12-5-201.~~
- ~~E. The provisions of Wyoming Statutes Section 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph B.3.f of this section, except the dual holder:~~
- ~~1. May sell the brewed malt beverage or manufactured wine for limited off premises personal consumption pursuant to paragraphs B.4 and 5 of this section;~~

2. ~~May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~
  3. ~~Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under Wyoming Statutes Section 12-4-408(e).~~
- F. ~~Notwithstanding paragraph B.5 of this section and Wyoming Statutes Section 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen liters of its manufactured wine directly to any one household in this state in any twelve-month period.~~
- G. ~~Notwithstanding paragraph B.5 of this section and Wyoming Statutes Section 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.~~
- H. ~~Any winery permit holder pursuant to this section shall:~~
1. ~~Reserved;~~
  2. ~~Reserved;~~
  3. ~~Ship its manufactured wine only to individuals who are at least twenty-one years of age for such individual's personal use and not for resale;~~
  4. ~~Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";~~
  5. ~~Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;~~
  6. ~~Reserved;~~
  7. ~~Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.~~
- I. ~~In addition to the one additional license or permit authorized under paragraph B.3 of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).~~
- A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the local licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption. ~~Notwithstanding W.S. 12-5-201 and for~~ For the purposes of this section, "on-premises" may include a fenced or enclosed area immediately adjacent to the licensed brewing site as approved by the local licensing authority. The

dispensing of malt beverages in an immediately adjacent area authorized by this paragraph shall be subject to the schedule of operating hours set by the local licensing authority. Any microbrewery permit holder shall:

1. Maintain records for at least three (3) years that will permit the local licensing authority to ascertain the truthfulness of the information filed within the state and permit the City to examine the licensee's records upon reasonable request.

B. The local licensing authority:

1. May allow the sale of malt beverage obtained through a contract brewing arrangement and other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;
2. May allow the microbrewery to sell on site its brewed product and its malt beverage obtained through a contract brewing arrangement for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale;
3. In accordance with the process established under this chapter, may allow the transfer of a microbrewery permit to another location and ownership of the microbrewery may be transferred upon approval by the local licensing authority; and
4. Shall assess a fee of five hundred dollars (\$500.00) payable annually in advance for each microbrewery permit. When dual ownership of a microbrewery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a microbrewery permit and a bar and grill liquor license, except that either dual holder:

1. May sell the brewed malt beverage for limited off-premises personal consumption pursuant to paragraph B.2. (b)(ii) of this section;
2. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit;
3. Shall not include sales of malt beverages authorized under the microbrewery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

D. The local licensing authority may authorize a microbrewery to operate at more than one (1) location. The local licensing authority may require the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of locations authorized for the microbrewery. All locations shall be subject to all provisions of this chapter related to the operation of a microbrewery.

E. The holder of a microbrewery permit under this section may also hold a manufacturer's license under W.S. 12-2-203(a).

#### **5.08.105 Manufacturing and rectifying.**

- A. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half ounces of their product manufactured at the site identified on the manufacturer's license and no more than three ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to ~~Wyoming Statutes Section 12-5-101~~ and the licensed building provisions provided in Wyoming Statutes Section 12-5-201.
- B. 1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority shall require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of Wyoming Statutes Section 12-4-106, the schedule of operating hours established in this chapter and the licensed building provisions pursuant to Wyoming Statutes Section 12-5-201.
2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one, twenty-four-hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of fifty dollars (\$50.00)~~zero dollars~~ per twenty-four-hour period.
- C. For purposes of this section:
1. "Distiller" includes any person who:
    - a. Produces distilled spirits from any source or substance;
    - b. Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;
    - c. By any process separates alcoholic spirits from any fermented substance; or

- d. Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.
2. "In operation" for this section means is currently being operated or has been operated in the preceding twelve months with all necessary permits;
3. "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

**5.08.110 ~~Reserved.~~ Delivery of alcoholic liquors and malt beverages.**

A. Retail liquor licensees, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location may deliver or contract to have delivered alcoholic liquors and malt beverages to customers provided:

1. All sales of alcoholic liquors and malt beverages under this subsection shall take place in the licensed building. Orders of alcoholic liquors and malt beverages may be placed by phone, online or through a mobile application. All deliveries under this subsection shall be completed during the licensee's remaining operating hours on the same day the alcoholic liquors or malt beverages are removed from the inventory of the licensed premise;
2. No order shall be received nor shall any delivery be made to or by a person under the age of twenty-one (21) years. All deliveries shall require the purchaser to provide to the deliverer a valid government issued identification demonstrating the purchaser is twenty-one (21) years of age or older;
3. All package sales and deliveries of alcoholic liquors and malt beverages for off-premises consumption shall be sealed. For purposes of this paragraph, "sealed" means a product enclosed:
  - a. In its original package and unopened;
  - b. In a plastic bag and heat sealed closed; or
  - c. In a container that has a breakable seal incorporated in the container cap.
4. Any contract delivery service shall adhere to the requirements of this chapter when delivering alcoholic liquors and malt beverages; and

5. Microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location shall only deliver or contract to have delivered their respective manufactured products.

6. Only retail liquor licenses, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licenses with a satellite location, which have been issued licenses or permits by the City Council of Casper, Wyoming, may engage in the delivery of alcoholic liquor and malt beverages within the confines of Casper's City limits. Wine sold pursuant to federal and state laws must be "shipped" to residences or wholesalers within the Casper City Limits.

**5.08.130 Special malt beverage permit; public auditoriums, civic centers or event centers.**

A. Special malt beverage permits are authorized pursuant to the following:

1. Public auditoriums, civic centers and events centers meeting the qualifications of ~~subsection B of~~ this section may be licensed by the city council under ~~a~~ special malt beverage permits.

2. The permits may limit where the malt beverages may be sold and consumed.

3. ~~B.~~——To qualify for a special malt beverage permit an applicant must meet the following requirements:

a. 1.——The applicant must be a responsible person or organization;

b. 2.——The public auditorium, civic center or events center shall be owned by the city, county, the state, or the DDA which has an attendance capacity for no less than four hundred (400) persons and is used for public gatherings;

c. 3.——The person or organization applying for ~~the~~ an operating permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for ~~a either daily use or for period of no less than~~ the license year (April 1 to March 31 for which the application is made.)

4. ~~C.~~——No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be an obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one (21) years and there be no violations of this chapter.

5. ~~D. The~~ An -annual permits authorized by this section shall be issued after a hearing on the application, and the license fee of one thousand dollars (\$1,000.00) shall be payable annually in advance. Daily permits may be issued by the city clerk's office,

subject to the requirements of this section; the fee for a daily permit shall be fifty dollars (\$50.00).

6. ~~E.~~ —The permits shall be subject to such rules and regulations as may be established by the city council.

#### **5.08.140 - Malt beverage and catering permits for public events.**

- A. 1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages at the location described on the permit, nor shall any malt beverage be sold or consumed outside the location authorized by the permit. Privately owned or leased locations shall be subject to the restrictions set forth in subsections G and H.
2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have completed successfully an alcohol server training program as approved by W.S. Section 12-2-402.

The person and the organization which requested and were issued the malt beverage permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.

- B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at ~~meetings, conventions, private parties and dinners, or at other similar gatherings events~~ not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage outside the location described in the permit, except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4. Catering permits under this subsection shall not be valid to operate a continuing business.
- C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at the same location in any one year. The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages.
- D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event

and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.

- E. The fee for the malt beverage permit and the catering permit shall be fifty dollars (\$50.00) per twenty-four-hour period, payable to the city.
- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits may be denied due to any of the following conditions:
  - 1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
    - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
      - i. Driving while under the influence,
      - ii. Public intoxication,
      - iii. Disturbing the peace/noise offense,
      - iv. Serving after hours at location,
      - v. Controlled substances offenses,
      - vi. Serving to a minor,
      - vii. Selling alcohol without a license,
      - viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
  - 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
    - a. Minor in possession,
    - b. Disturbing the peace/noise offense,
    - c. Selling alcohol without a license,
    - d. Furnishing alcohol to minor,
    - e. Driving while under the influence,
    - f. Controlled substances offense.
  - 3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.

4. Applicant lack of valid Wyoming sales tax permit.
5. Applicant nonresident of Wyoming.
6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial. The appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

- H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

#### **5.08.150 License holder restrictions.**

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

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
3. Any licensee, except a twenty-four hour malt beverage permit holder, who does not annually purchase at least two hundred fiftyseven thousand five hundred (\$7,500.00) of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection; or in the case of a manufacturer, micro-brewery, or -winery the sale of seven thousand five hundred dollars (\$7,500.00) of product annually, except any

licensee having a planned building not in existence or operational pursuant to subsection 2., of this section.

4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105(B)(1) and (B)(2) and except as provided in Section 5.08.100(I).
  5. A person under twenty-one years of age;
  6. A college fraternity or organization created by one or more college fraternities;
  7. A chamber of commerce;
  8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
  9. An individual who is not a resident; or
  10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
  11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one-year term of the license or permit, purchase at least two hundred fifty dollars (\$50.00) of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, purchase at least two thousand dollars (\$2,000.00) of alcoholic beverages from the commission, excluding malt beverage purchases;
  12. Subsection 11 of this section shall not apply to:
    - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;
    - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as provided in this chapter.

#### **5.08.220 License—Transfer conditions and procedures.**

- A. Except as otherwise provided, after public hearing and subject to the approval of the city council, a license or permit may be transferred to or renewed on different premises on the same basis as the original application or a licensed or permitted facility may be expanded. An additional license fee of not more than one hundred dollars (\$100.00), as specified by city council resolution, is required for the remaining term of the license or permit. A transferred license or permit shall expire on the same day as the original license or permit.

- B. A licensee, or the executor or administrator of the estate of a deceased licensee, may assign or transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the city council, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law. The approval of the transfer shall not be given by the city council if proceedings, including an action to collect delinquent sales tax payments pursuant to Wyoming Statutes Section 12-2-306, are pending to suspend, revoke or otherwise penalize the original license or permit holder. A transfer of a license or permit shall require the payment of an additional license fee to the city of not more than one hundred dollars (\$100.00) for the transfer, and upon assignment the assignee may exercise the privilege of continuing the business authorized by the license or permit.
- C. No license or permit shall be transferred or sold except as provided in this chapter, or used at or for any location not described in the license or permit at the time of issuance. No license or permit shall be subject to attachment, garnishment or execution.

**5.08.290 Resort retail license.**

- A. The city council may issue resort retail liquor licenses to applicants who meet the requirements of Wyoming Statutes Section 12-4-401. All applicants for issuance or renewal of a resort liquor license shall comply with all applicable state statutes as they may be amended from time to time.
- B. A resort liquor licensee may contract or subcontract for the provision of food and beverage services on the licensed premises. However, the resort liquor licensee shall remain subject to all applicable laws, rules, regulations and penalties including the provisions of W.S. 12-2-306 and 12-7-103 and this chapter.

**5.08.330 Restaurant license—Sale and consumption conditions.**

- A. Except as provided in subsection F of this section, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. Except as provided in subsections B and F of this section, alcoholic or malt beverages shall be served for on-premises consumption only, in dining areas which are adequately staffed and equipped for all food services offered by the restaurant.
- B. 1. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority. No consumption of alcoholic or malt beverages shall be permitted within the dispensing room, areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing areas
2. No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge

3. No restaurant liquor license shall be issued to a restaurant with an operation drive-up window.

~~Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one room, and one additional room if authorized by the city council upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor shall any person other than employees who are at least eighteen years of age be permitted to enter a dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person who is at least eighteen years of age is permitted to enter the separate dispensing room.~~

- C. No alcoholic liquor or malt beverages shall be served to an individual person unless served in conjunction with meals served to, and eaten by, the individual person. However, nothing herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom the licensee, his agents or employees, reasonably believe has the intention of ordering and eating a meal.
- D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food sales and services extend beyond the hours specified therein.
- E. With the approval and on the conditions imposed by the city council, any restaurant liquor licensee operating on a golf course may dispense alcoholic beverages from any location on the premises of the golf course, and such holders shall comply with all applicable sanitation and fire hazard requirements, and other applicable laws.
- F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of Section 5.08.480.

- G. No restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

**5.08.350 Location—General conditions.**

- A. Except as provided in paragraph G., ~~the~~ the principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in one building upon the premises for which the retail liquor license is issued and as approved by the licensing authority.
- B. Except as provided in paragraph G., ~~A~~alcoholic beverages secured in the licensed building by a server may be served only in the licensed building, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building.
- C. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption.
- D. A separated facility for making sales for off-premises consumption shall be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.
- E. The licensee, an employee, or a licensed operator is to be present in the licensed building used for the selling or dispensing of malt beverages or alcoholic liquors at all times during hours of operation.
- F. All licensees, other than resort licensees and limited retail licensees, are required to post signage on all exits from the licensed building stating:

"No alcohol beyond this point per City of Casper Ordinance."

All licensees of limited retail or resort liquor licenses shall post signage on all driveway and pathway exits from the legal boundary of the lot or lots under the ownership or lease by the licensee stating:

"No alcohol beyond this point per City of Casper Ordinance."

- G. A holder of a resort retail liquor license, a golf club that holds a retail liquor license, a restaurant liquor license or a club limited retail liquor license or a holder of a retail liquor license or restaurant liquor license operating on a guest ranch may dispense alcoholic beverages from any location within the boundaries of the licensee's premises. The premises shall be a single property within a contiguous boundary upon which the licensee is located and which shall be identified in the license. Any location on the premises where alcoholic beverages are dispensed as approved by the city council shall comply with applicable sanitation and fire hazard requirements and other applicable laws. The city council shall, as often as necessary, have inspected the licensed location where alcoholic beverages are dispensed to ensure that the licensee is in compliance with sanitation and fire hazard requirements.

**HG.** No person under the age of twenty-one shall enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one years of age or older.

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

A. All licensees except club licensees ~~and satellite manufacturer's permit holding liquor licenses~~ shall be controlled by the following schedule for operating hours:

1. A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;
2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.
3. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m.

**5.08.430 Minors—Possession of alcohol or public intoxication.**

- A. ~~For the purpose of this section "possess" includes the consumption of, or the actual possession of alcoholic liquor or malt beverages. Any person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the division or a wholesaler to a licensee under this chapter.~~
- B. Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:
1. Purchase or attempt to purchase any alcoholic liquor or malt beverage;
  2. Solicit another person to purchase alcoholic liquor or malt beverage;

3. Possess any alcoholic liquor or malt beverage;
4. Consume any ethyl alcohol;
5. Have measurable blood, breath or urine alcohol concentration in his body;
6. Enter or remain in designated sales areas approved by the local licensing authority that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
7. Dispense or sell any alcoholic liquor or malt beverage The term “dispensing” means mixing or pouring alcoholic liquors or malt beverages.

C. This section shall not apply to possession of alcoholic liquor or malt beverages or consumption of ethyl alcohol by a person under the age of twenty-one (21) years in accordance with this title:

1. Who is in the physical presence of his parent, spouse or legal guardian who is twenty-one (21) years of age or older;
2. As part of a church’s or religious organization’s religious services; or
3. For medicinal purposes if the alcoholic liquor, malt beverage or ethyl alcohol is furnished:
  - a. By the person’s parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
  - b. Pursuant to a lawful prescription.

D. The prohibitions against possession of alcoholic liquor or malt beverages by a person under the age of twenty-one (21) years specified in this section shall not apply:

1. When the person is making a delivery of alcoholic liquor or malt beverages pursuant to his employment;
2. When the person is serving alcoholic liquor or malt beverages pursuant to his employment in a restaurant which holds a license to serve alcoholic liquor or malt beverages, if the person is at least eighteen (18) years of age. The term “serving” in this paragraph does not include the mixing or dispensing of alcoholic beverages; or
3. To a person who is a licensee under this title.

E. Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

F. It is declared to be illegal for any person to attempt to commit any offense under this section. Any person convicted of such attempt is subject to fine or jail or both, which punishment may not exceed the maximum punishment prescribed for illegally possessing alcoholic liquor or malt beverages under this section.

~~It is declared to be illegal and a violation of this chapter for any person under the age of twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be drunk or under the influence of alcoholic liquor or malt beverages on any street or highway or in any public place. Provided, however, this subsection does not apply to possession of alcoholic liquor or malt beverages by a person under the age of twenty-one years:~~

- ~~1. When making delivery of alcoholic or malt beverages pursuant to his lawful employment;~~
- ~~2. Who is in the physical presence of his or her parents or legal guardian;~~
- ~~3. Is a licensee under this title; or~~
- ~~4. When serving alcoholic or malt beverages pursuant to his or her employment if the person is at least eighteen years of age.~~

~~C. It is declared to be illegal for any person to attempt to commit any offense under this section. Any person convicted of such attempt is subject to fine or jail or both, which punishment may not exceed the maximum punishment prescribed for illegally possessing alcoholic liquor or malt beverages under this section.~~

#### **5.08.480 Open container restrictions.**

A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The city council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by

resolution adopted by the city council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the city council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;

5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the restaurant license section.

B. Definitions.

1. "Certain structures" means any offices, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.
2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

C. Exceptions.

1. Alcoholic liquor or malt beverages may be consumed by a passenger of legal drinking age within a privately owned commercial vehicle designated for-hire, to provide prearranged passenger transportation on a dedicated basis. The commercial vehicle must have passenger seating, behind the operator/driver for at least five (5) adults and no more than fourteen (14) adults. There must be a physical partition separating the driver or operator's seat from the passenger compartment of the commercial vehicle or at least five (5) linear feet of distance must separate the driver or operator of the commercial vehicle from the nearest passenger. No one other than the driver or operator may be present in the driver's area/compartment. No alcoholic liquor or malt beverages may be in the driver's area/compartment. No occupant of the vehicle may be under the age of twenty-one (21) years old.

**5.08.510 ~~Beer keg regulations.~~ Reserved**

- ~~A. All licensees operating within the city who sell keg beer or party balls for consumption off licensed premises shall positively identify the purchaser by name, address, date of birth and shall maintain a state form on file for use of local authorities, if necessary.~~
- ~~B. Anyone selling keg beer or party balls for off premises consumption who fails to require the signing of a receipt at the time of sale is guilty of a misdemeanor.~~
- ~~C. Any purchaser of keg beer or party balls who knowingly provides false information on the receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars for the first conviction of this section. For a second conviction of this section within twelve months, such person shall be punished by a fine of not less than five hundred dollars nor more than seven hundred fifty dollars.~~
- ~~D. As used in this section, "keg" means any brewery sealed, individual container of beer having a liquid capacity of seven and one-half gallons or more. "Party ball" means any brewery sealed container of beer having a liquid capacity of five and one-quarter gallons.~~

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2021

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

ENROLLED ACT NO. 17, HOUSE OF REPRESENTATIVES

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AN ACT relating to the regulation of alcoholic and malt beverages; creating, revising and repealing provisions governing the regulation of alcoholic and malt beverages; and providing for an effective date.

*Be It Enacted by the Legislature of the State of Wyoming:*

**Section 1.** W.S. 12-4-414, 12-4-415 and 12-5-601 are created to read:

**12-4-414. Winery permits; authorized; conditions; satellite winery permits; direct shipment of wine; fees.**

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

(b) The local licensing authority:

(i) May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;

(ii) May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale;

(iii) In accordance with the process established under article 1 of this chapter, may allow the transfer of

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a winery permit to another location and ownership of the winery may be transferred upon approval by the local licensing authority;

(iv) Shall assess a fee of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) payable annually in advance for each winery permit. When dual ownership of a winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

(c) W.S. 12-4-410 shall apply to any person holding a winery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a winery permit and a bar and grill liquor license, except that either dual holder:

(i) May sell the manufactured wine for limited off-premises personal consumption pursuant to paragraph (b)(ii) of this section;

(ii) May upon cessation of full service restaurant operations, serve a limited menu and continue to serve wines authorized under the winery permit;

(iii) Shall not include sales of wines authorized under the winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

(d) A local licensing authority may issue to the holder of a winery permit under this section a satellite winery permit which allows the permittee to sell wine manufactured at the site identified on the manufacturer's

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license at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions of W.S. 12-5-201.

(e) Notwithstanding paragraph (b)(ii) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

(f) Any licensed winery holding a winery permit pursuant to this section shall:

(i) Not ship more than a total of one hundred eight (108) liters of its manufactured wine to any one (1) household in this state during any twelve (12) month period;

(ii) Offer to sell its manufactured wine to the liquor division at wholesale prices if the winery ships more than ninety (90) liters total of any of its manufactured wine to any combination of households or licensed retailers in this state;

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(iii) Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

(iv) Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

(v) Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

(vi) File a monthly report of wines shipped out of state on a form provided by the liquor division and include a copy of the invoice for each shipment of their own manufactured wine subject to the following:

(A) The report shall be filed with the liquor division not later than the tenth day of each month following the month in which the shipment was made;

(B) Any report filed late with the liquor division shall be subject to a late filing fee of twenty-five dollars (\$25.00).

(vii) Maintain records for at least three (3) years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

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**12-4-415. Microbrewery permits; authorized;  
conditions; fees.**

(a) Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), a local licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption. Notwithstanding W.S. 12-5-201 and for the purposes of this subsection, "on-premises" may include a fenced or enclosed area immediately adjacent to the licensed brewing site as approved by the local licensing authority. The dispensing of malt beverages in an immediately adjacent area authorized by this paragraph shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101. Any microbrewery permit holder shall:

(i) File a monthly report of brewed malt beverage the permit holder produced on a form provided by the liquor division. The report shall be filed with the liquor division not later than the tenth day of each month following the month in which the brewed malt beverage was produced. Any report filed late with the liquor division shall be subject to a late filing fee of twenty-five dollars (\$25.00);

(ii) Maintain records for at least three (3) years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

(b) The local licensing authority:

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(i) May allow the sale of malt beverage obtained through a contract brewing arrangement and other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;

(ii) May allow the microbrewery to sell on site its brewed product and its malt beverage obtained through a contract brewing arrangement for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale;

(iii) In accordance with the process established under article 1 of this chapter, may allow the transfer of a microbrewery permit to another location and ownership of the microbrewery may be transferred upon approval by the local licensing authority; and

(iv) Shall assess a fee of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) payable annually in advance for each microbrewery permit. When dual ownership of a microbrewery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

(c) W.S. 12-4-410 shall apply to any person holding a microbrewery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a microbrewery permit and a bar and grill liquor license, except that either dual holder:

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(i) May sell the brewed malt beverage for limited off-premises personal consumption pursuant to paragraph (b)(ii) of this section;

(ii) May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit;

(iii) Shall not include sales of malt beverages authorized under the microbrewery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

(d) A local licensing authority may authorize a microbrewery to operate at more than one (1) location. The local licensing authority may require the payment of an additional permit fee not to exceed one hundred dollars (\$100.00) regardless of the number of locations authorized for the microbrewery. All locations shall be subject to all provisions of this title related to the operation of a microbrewery.

ARTICLE 6  
DELIVERY

**12-5-601. Delivery of alcoholic liquors and malt beverages.**

(a) Retail liquor licensees, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location may deliver or contract to have delivered alcoholic liquors and malt beverages to customers provided:

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(i) All sales of alcoholic liquors and malt beverages under this subsection shall take place in the licensed building. Orders of alcoholic liquors and malt beverages may be placed by phone, online or through a mobile application. All deliveries under this subsection shall be completed during the licensee's remaining operating hours on the same day the alcoholic liquors or malt beverages are removed from the inventory of the licensed premise;

(ii) No order shall be received nor shall any delivery be made to or by a person under the age of twenty-one (21) years. All deliveries shall require the purchaser to provide to the deliverer a valid government issued identification demonstrating the purchaser is twenty-one (21) years of age or older;

(iii) All package sales and deliveries of alcoholic liquors and malt beverages for off-premises consumption shall be sealed. For purposes of this paragraph, "sealed" means a product enclosed:

(A) In its original package and unopened;

(B) In a plastic bag and heat sealed closed; or

(C) In a container that has a breakable seal incorporated in the container cap.

(iv) Any contract delivery service shall adhere to the requirements of this subsection when delivering alcoholic liquors and malt beverages; and

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(v) Microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location shall only deliver or contract to have delivered their respective manufactured products.

**Section 2.** W.S 12-1-101(a)(viii)(E), (G), by creating new subparagraphs (J) through (U) and (xiv), 12-2-201(g)(intro) and (iii), 12-2-203(b), (c) and (e), 12-2-204(a) and (d)(i), 12-4-101(a), 12-4-103(a)(vi), 12-4-104(a) and (f), 12-4-201(f)(iii) and by creating a new subsection (k), 12-4-301(c) and (e), 12-4-403(b), 12-4-410(b) and (d), 12-4-411, 12-4-502(a) through (c), 12-4-504(a), 12-4-603(a), 12-4-604, 12-5-201(f), 12-5-401(a) and (b)(ii) and 12-6-101(c)(v), (vi) and by creating a new paragraph (vii) are amended to read:

**12-1-101. Definitions.**

(a) As used in this title:

(viii) "Licensee" means a person holding a:

(E) Twenty-four (24) hour malt beverage  
permit;

(G) Catering permit;~~or~~

(J) Malt beverage wholesale license;

(K) Limited transportation liquor license;

(M) Manufacturer's license;

(N) Manufacturer's satellite permit;

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(O) Winery permit;

(P) Winery satellite permit;

(Q) Out-of-state shipper's license;

(R) Microbrewery permit;

(S) Malt beverage permit for the University  
of Wyoming;

(T) Special malt beverage permit issued  
under W.S. 12-4-504; or

(U) Malt beverage permit for events  
conducted at rodeo arenas issued under W.S. 12-4-507.

(xiv) "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages; ~~the building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full service restaurant. "Full service restaurant" means a restaurant at which waiters or waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section;~~

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**12-2-201. Wholesale license for sale of malt beverages only; fee.**

(g) ~~Notwithstanding W.S. 12-2-203,~~ The division:

(iii) ~~The division~~ shall not grant a license for a brewery and a microbrewery to the same producer.

**12-2-203. Manufacturing and rectifying; importing and industry representatives; licensing; fees.**

(b) The Wyoming liquor division shall grant a class A industry representative license for alcoholic liquor suppliers to a qualified individual ~~domiciled within this state~~ who submits an application to the division on forms provided by the division accompanied by an annual license fee of not to exceed seven hundred fifty dollars (\$750.00). A class A industry representative shall have a written statement from any vendor whose products the applicant proposes to represent. The class A industry representative shall be published in the division's price catalog with the products from any vendor represented by him and shall be authorized to request that the division list or delist products from the vendor represented by him.

(c) The division shall grant a class B industry representative license for alcohol liquor suppliers to a qualified individual ~~domiciled within this state~~ who submits an application to the division on forms provided by the division accompanied by an annual license fee of not to exceed two hundred fifty dollars (\$250.00). A class B industry representative shall be employed or managed by a class A industry representative. A class B industry representative shall have a written statement from the

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class A industry representative designating any vendor whose products he is authorized to represent.

(e) No class A industry representative shall be employed by a licensee as defined by W.S. 12-1-101(a)(viii), except that this subsection shall not apply to malt beverage wholesalers authorized under W.S. 12-2-201, manufacturers authorized under this section, microbrewery permit holders authorized under W.S. 12-4-415 or winery permit holders authorized under W.S. 12-4-414.

**12-2-204. Out-of-state shipment of manufactured wine; license; fees; restrictions; conditions.**

(a) Notwithstanding any law, rule or regulation to the contrary, any person currently licensed in its state of domicile as an alcoholic liquor or malt beverage manufacturer, importer, wholesaler or retailer who obtains an out-of-state shipper's license, as provided in this section, may ship no more than a total of ~~thirty-six (36)~~ one hundred eight (108) liters of manufactured wine directly to any one (1) household in this state in any twelve (12) month period.

(d) Any out-of-state shippers licensed pursuant to this section shall:

(i) Not ship more than a total of ~~thirty-six (36)~~ one hundred eight (108) liters of manufactured wine to any one (1) household in this state during any twelve (12) month period. In the event any out-of-state shipper ships more than ninety (90) liters of any particular manufactured wine to any combination of households or licensed retailers in this state, the out-of-state shipper shall offer to sell

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the manufactured wine to the liquor division at wholesale prices;

**12-4-101. Authority of cities, towns and counties; population figures; number of available licenses and permits; assessment of fees.**

(a) Incorporated cities, towns and counties within Wyoming shall license and regulate or prohibit the retail sale of alcoholic and malt beverages under this title. Nothing in this title prohibits a licensing authority of an incorporated city, town or county from issuing less than the total number of allowable ~~retail~~ liquor licenses pursuant to W.S. 12-4-201, less than the allowable bar and grill liquor licenses pursuant to W.S. 12-4-413 or from refusing to issue any license or permit authorized by this title.

**12-4-103. Restrictions upon license or permit applicants and holders; license limitation per person.**

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

(vi) A manufacturer of alcoholic beverages or wholesaler of malt beverages, except as authorized under W.S. 12-2-203(g) or as otherwise provided ~~in W.S. 12-4-412(j)~~ by law;

**12-4-104. Publication of notice; grant or denial; renewal preference; copy of application and notice to division; judicial review.**

(a) When an application for a license, permit, renewal or any transfer of location or ownership thereof

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has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, ~~place the notice conspicuously upon the premises shown by the application as the proposed place of sale~~ and publish the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. When a county is the licensing authority, the county clerk shall also post the notice on the official website of the county in the manner provided in W.S 18-3-516(f). When a city or town is the licensing authority, the city clerk shall also post the notice on the city or town's official website if one exists. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal or transfer of the license or permit will be heard at a designated meeting of the licensing authority. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A ....

Notice is hereby given that on the .... day of .... (year) (name of applicant) filed an application for a .... license (permit), in the office of the clerk of the city (or town or county) of .... for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of ....M., on the .... day of .... (year), in the (meeting place of the governing body).

Dated ....

Signed ....

(f) Upon an appeal the person applying for renewal of a license ~~and claiming renewal preference~~ shall be named as

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plaintiff, with the licensing authority named as defendant. During the pendency of an appeal, a renewal license denied by a licensing authority shall not be granted to any other applicant. Upon notice of appeal the clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the clerk of the licensing authority. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

**12-4-201. Retail liquor licenses and malt beverage permits; population formulas; fees.**

(f) Retail liquor licenses and malt beverage permits may be granted by the county commissioners as the appropriate licensing authority in a county outside of incorporated cities and towns as follows:

(iii) Malt beverage permits may be issued for county locations ~~beyond a five (5) mile zone around incorporated cities and towns~~ without regard to population.

(k) A retail liquor licensee may ship not more than a total of one hundred eight (108) liters of manufactured wine directly to any one (1) household in this state in any twelve (12) month period provided the licensee:

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(i) Ships the manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

(ii) Ensures that all shipping containers of manufactured wine shipped pursuant to this subsection are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY"; and

(iii) Ensures that all of its shipments within this state are made by a duly licensed carrier and further ensure that the carriers comply with the requirement to obtain an adult signature.

**12-4-301. Sales by clubs; license fees; petition; license restrictions.**

(c) Except as otherwise provided by W.S. ~~12-5-201(g)~~ 12-5-201(f), a club holding a limited retail license may sell alcoholic or malt beverages for consumption anywhere on the licensed premises for consumption by its members and their accompanied guests only as approved by the local licensing authority.

(e) ~~Notwithstanding W.S. 12-4-103(b),~~ A political subdivision of the state may hold no more than two (2) club limited retail liquor licenses for golf courses owned, maintained or operated by that political subdivision in addition to any other license held by that political subdivision.

**12-4-403. Population formula not applicable; contracting for services.**

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(b) ~~No A resort liquor license may be transferred to another location. License ownership may be transferred to a purchaser or licensee of the licensed premises with the approval of the licensing authority. No transfer of a resort liquor license shall be required where the license is used by a person with whom the licensee has contracted~~ may contract ~~or subcontracted~~ subcontract for the provision of food and beverage services on the licensed premises. However, the resort liquor licensee shall remain subject to all applicable laws, rules, regulations and penalties including the provisions of W.S. 12-2-306 and 12-7-103.

**12-4-410. Sale of alcoholic beverages for off-premises consumption prohibited; location, regulation and restrictions on dispensing of liquor; prohibiting certain activities.**

(b) Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in ~~one (1) room, and one (1) additional room if authorized and~~ the licensed building in areas approved by the local licensing authority. ~~, upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served and in the case of a golf course upon which a restaurant liquor license is operational or in the case of a guest ranch upon which a retail or restaurant liquor license is operational, at dispensing areas on the premises of the golf course or guest ranch as permitted by the licensing authority.~~ No consumption of alcoholic or malt beverages shall be permitted within the dispensing ~~room,~~ areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing ~~room.~~ ~~If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979 for purposes of alcoholic or malt beverage~~

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~~sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant liquor license, and any person over eighteen (18) years of age is permitted to enter the separate dispensing room~~ areas.

(d) No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge. ~~nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions and other social gatherings. Nothing in this subsection shall require a restaurant liquor licensee to reconstruct or remodel licensed premises existing on or before June 8, 1989.~~

**12-4-411. License fee.**

The annual fee for a restaurant liquor license shall be no more than three thousand dollars (\$3,000.00) and no less than five hundred dollars (\$500.00). ~~The license fee for a county restaurant liquor license within five (5) miles of a city or town shall not be less than the restaurant liquor license fee charged by that city or town.~~

**12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.**

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be

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sold or consumed off the premises authorized by the permit.  
Malt beverage permits under this subsection shall not be used to operate a continuing business.

(b) A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the appropriate licensing authority to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at ~~meetings, conventions, private parties and dinners or at other similar gatherings~~ events not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding any other provision of this subsection, closed-container items sold at auction for the benefit of a nonprofit organization may be taken off-premises. Catering permits under this subsection shall not be used to operate a continuing business.

(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours set pursuant to W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage and thirty-six (36) catering permits for sales at the same premises in any one (1) year. ~~, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises, or to catering permits for events at the facilities of the University of Wyoming in Laramie, including the Marian H. Rochelle Gateway Center.~~

ENROLLED ACT NO. 17, HOUSE OF REPRESENTATIVES

SIXTY-SIXTH LEGISLATURE OF THE STATE OF WYOMING  
2021 GENERAL SESSION

**12-4-504. Special malt beverage permit for public auditoriums, civic centers or events centers.**

(a) The appropriate licensing authority in a county, city or town may issue a special malt beverage permit to any responsible person or organization for sales of malt beverages at public auditoriums, civic centers or events centers. The licensing authority shall establish an appropriate fee for the permit. Additionally, the licensing authority shall specify the duration of the permit and where malt beverages may be sold and consumed under the permit. The issuing body may provide rules to implement this section.

**12-4-603. Annexation of retail liquor license or malt beverage permit into 5-mile zone; renewal.**

(a) A county retail liquor license ~~or malt beverage permit~~ having licensed premises located within a five (5) mile zone around an incorporated city or town because of annexation of property shall not be denied an application for renewal by reason of annexation alone. ~~The license or permit shall be subject to renewal by the county licensing authority in the same manner as if the licensed premises were beyond the five (5) mile zone around a city or town.~~

**12-4-604. Transfer or sale of license or permit; attachment, garnishment or execution.**

No license or permit shall be transferred or sold except as provided by W.S. 12-4-601 ~~through 12-4-603~~ and 12-4-602, used for any place not described in the license or permit at the time of issuance or subject to attachment, garnishment or execution.

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SIXTY-SIXTH LEGISLATURE OF THE STATE OF WYOMING  
2021 GENERAL SESSION

**12-5-201. Location, regulation and restrictions as to place of sale; inspections.**

(f) A holder of a resort retail liquor license, a golf club that holds a retail liquor license, a restaurant liquor license or a club limited retail liquor license or a holder of a retail liquor license or restaurant liquor license operating on a guest ranch may dispense alcoholic beverages from any location within the boundaries of the ~~resort~~-licensee's premises. The ~~resort~~-premises shall be a single property within a contiguous boundary upon which the ~~resort~~-licensee is located and which shall be identified in the license. Any location on the ~~resort~~-premises where alcoholic beverages are dispensed as approved by the licensing authority shall comply with applicable sanitation and fire hazard requirements and other applicable laws. The licensing authority shall, as often as necessary, inspect the licensed location where alcoholic beverages are dispensed to ensure that the licensee is in compliance with sanitation and fire hazard requirements.

**12-5-401. Interests in licenses or permits to sell.**

(a) No industry representative shall hold any interest, stock or ownership directly or indirectly, in any license to sell products of the industry at retail under privileges of a license or permit to sell any beverage or liquor in Wyoming or in any premises so licensed. This section shall not apply to any person holding a microbrewery ~~or winery~~ permit pursuant to W.S. ~~12-4-412~~ 12-4-415 or a winery permit pursuant to W.S. 12-4-414. This section shall also not apply to a person holding a manufacturer's license under W.S. 12-2-203(a) when the license is held under the complete ownership of a retail business and to the extent he may be permitted one (1)

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satellite manufacturer's permit pursuant to W.S. 12-2-203(g)(i) or an off-premises permit pursuant to W.S. 12-2-203(g)(ii).

(b) As used in subsection (a) of this section:

(ii) "Retail business" means the holder of a microbrewery or winery permit, ~~who also holds a license or permit enumerated under W.S. 12-4-412(b)(iii) or (k).~~

**12-6-101. Sale or possession prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.**

(c) Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:

(v) Have measurable blood, breath or urine alcohol concentration in his body; ~~or~~

(vi) Enter or remain in ~~an establishment~~ designated sales areas approved by the local licensing authority that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older; ~~or~~ or

(vii) Dispense or sell any alcoholic liquor or malt beverage. The term "dispensing" means mixing or pouring alcoholic liquors or malt beverages.

**Section 3.** W.S. 12-2-201(g)(i) and (ii), 12-2-501 through 12-2-505, 12-4-102(a)(vii) and (viii), 12-4-103(b) through (d), 12-4-201(g), 12-4-407(d), 12-4-409,

ORIGINAL HOUSE  
BILL NO. HB0013

ENGROSSED

ENROLLED ACT NO. 17, HOUSE OF REPRESENTATIVES

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12-4-410(f), 12-4-412, 12-4-505(a) and (b), 12-4-602(c),  
12-4-603(b) and 12-5-201(g) through (j) are repealed.

**Section 4.** This act is effective July 1, 2021.

(END)

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Governor

TIME APPROVED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

I hereby certify that this act originated in the House.

\_\_\_\_\_  
Chief Clerk

July 16, 2021

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

**FROM:** John Henley, City Attorney *JH*

**SUBJECT:** An Ordinance Amending Chapter 10.64 –Bicycles, Toy Vehicles, Rollerblades, In-line Skates, Roller Skates, Snowboards, Skis, Rollerskis, Scooters, Coasters, Skateboards and Similar Devices

**Meeting Type & Date**  
Regular Council Meeting  
July 20, 2021

**Action type**  
Public Hearing and First Reading

**Recommendation**  
The proposed ordinance has been significantly modified (streamlined since the last work session). It is ready for amendments as needed.

**Summary**  
City Council has expressed interest in allowing dockless e-scooters in the City. Find attached a draft ordinance to amend Chapter 10.64 to modify the existing traffic laws concerning dockless e-scooters as well as establishing permit, insurance, and operational requirements for dockless e-scooter businesses who are interested in doing business in the City of Casper.

The current draft removes the references to toy vehicles, skateboards, and similar devices. The current ordinances permits e-scooters, bicycles (including e-bicycles), roller blades and roller skates to be used on the downtown streets of Casper, without exception; roller blades and roller skis can also be used on downtown sidewalks. Bicycles and e-scooters can be used on city trails at no greater than fifteen miles per hour, but subject to signage and a general use of reasonableness and prudence.

The dockless scooter business model is unique; it as many businesses use the public right-of-ways for transportation and movement purposes, but the dockelss scooter businesses model uses the public right-of-way for its parking areas (undefined and changing) and its marketing by relocating scooters at various times of the day/night to areas where the demand may be higher. Other businesses do not get such benefits.

The proposed permit fee in the current draft, given the use of the public right-of-way, for scooter 24 hour parking on public sidewalks and placement for marketing purposes, in addition to providing a public transportation option, is \$90.00 per scooter per calendar year.

The proposed draft ordinance requires a permit for each dockless scooter. In negotiations with Bird Rides, Inc., it had agreed, consistent with its presentation to Council, to provide fifty e-scooters at minimum for public use. In contract negotiations Bird Rides, Inc., had agreed to pay \$3,000.00 per calendar year and a \$25.00 per scooter per calendar year fee on top of that. On average, the per scooter per calendar year Bird Rides had offered to pay equals:

\$3,000.00 annually/ 50 scooters = \$60/ scooter plus \$25.00= \$85.00 per scooter

\$3,000.00 annually/ 75 scooters = \$40/scooter plus \$25.00= \$65.00 per scooter

\$3,000.00 annually/ 100 scooters= \$30/scooter plus \$25.00= \$55.00 per scooter

Other municipalities charge:

Cheyenne, Wyoming – Annual fee of \$200.00 Annual fee/dockless vehicle is \$5.00

Rock Springs Annual fee \$500.00

### **Financial Considerations**

Permit fees will bring in minimal revenue. There will be additional demands (potentially significant) on public safety employees. There may be additional demands.

### **Oversight/Project Responsibility**

John Henley, City Attorney (Ordinance Amendments)

Keith McPheeters, Chief of Police

Jeff Bullard, Traffic Sgt., Casper Police Department

### **Attachments**

Proposed Ordinance

## ORDINANCE NO.25-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper desires to update and amend the City of Casper Code, CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE” as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of Chapter 10.64 are hereby updated and amended as follows:

City of Casper Municipal Code, Chapter 10.64, is renamed: CITY OF CASPER MUNICIPAL CODE CHAPTER 10.64, - BICYCLES AND E-SCOOTERS OF THE CASPER MUNICIPAL CODE.

### **Article I. — Bieyeles**

#### **10.64.010 Definitions**

The terms used in this chapter are defined as follows:

- A. “Clerk” means the City Clerk of Casper, Wyoming, or the clerk’s designee.
- B. “Bicycles” include e-cycles in addition to self-propelled cycles.
- C. “Dockless scooter” means an e-scooter, or any other self-propelled (in part or whole) scooter vehicle type that does not require the construction of a special docking location.

- D. “Dockless scooter for hire” means ” means a dockless scooter available for short-term rental (less than seven (7) consecutive days) by a provider for the purpose of providing individual transportation on a public right-of-way
- E. “Downtown Area” For the purpose of this article, the downtown area and public ways of the city shall be considered to be as follows: An area bounded on the east by the sidewalk along the east side of Durbin Street; on the south by the former Chicago Northwestern railroad right-of-way; on the west by the sidewalk along the west side of Ash Street; and on the north by the sidewalk along the north side of "C" Street. Such areas shall also include the sidewalks and parallel use of crosswalks which connect the streets, ways and sidewalks listed herein as boundaries.
- F. “Enforcement officer” is a community service officer or a certified officer of the Casper Police Department.
- G. “e-scooter”
1. In general.  
“e-scooter” means a device designed and equipped with:
    - a. An electric motor for self-propulsion;
    - b. Two or three wheels below a platform on which a user can stand upright to operate and control the vehicle;
    - c. Hand operating steering systems; and
    - d. A locking or shut off device to either lock or prevent the propelling mechanism from engaging, and/or to lock the devise to existing structures or fenced areas.
  2. Dockless scooters for hire means an e-scooter which is also designated and equipped with:
    - a. A water submersion sensor, except for those units which are designed for those with disabilities;
    - b. A mechanism which limits the scooter to a maximum speed of 15 miles per hour; and
    - c. Working geo-fencing technology and wireless communication access.
- H. “Person” means:
1. An individual;
  2. A partnership, firm, association, corporation, or other entity of any kind; or
  3. A receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind.
  4. Exclusions: Person does not include, unless otherwise expressly provided, a governmental entity or an instrumentality or unit of a government entity.
- I. “Provider” means any person that provides dockless scooters for hire.

- J. "Ride or riding" means the use of any rollerblades, in-line skates, roller skates, e-scooters, or any bicycle in a manner other than walking beside or carrying the device.
- K. "User" means the person who is operating or controlling the dockless scooter.

**10.64.020—10.64.050 Reserved.**

Editor's note(s)—Section 1 Editor's note(s)— of Ord. No. 23-11, adopted July 19, 2011, rescinded §§ 10.64.010—10.64.050, which pertained to registration and licensing of bicycles, and derived from prior code §§ 6-1—6-5.

**10.64.060 Obedience to traffic rules required.**

Every person riding or propelling a bicycle or e-scooter upon any street or other public highway in the city shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, signal for all turns, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicles and individuals that are slower moving and shall pass vehicles to the right when meeting. The maximum speed for a dockless scooter is fifteen (15) miles per hour.

**10.64.070 Obedience to traffic signs required.**

Persons riding bicycles or e-scooters shall observe all traffic signs and stop at all stop signs.

**10.64.080 Lights and reflectors.**

No ~~bicycles, bicycles or e-scooters, toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices, as defined in Section 10.64.150(C) (hereinafter referred to as "vehicle")~~ shall be permitted on any street or other public highway of the city between ~~thirty-fifteen~~ minutes after sunset and ~~fifteen~~~~thirty~~ minutes before sunrise, without a headlight visible under normal atmospheric conditions from the front thereof for not less than five hundred feet, indicating the approach or presence of the vehicle, firmly attached to such vehicle and properly lighted, or without a red reflector attached to and visible from all distances from fifty feet to three hundred feet from the rear thereof when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector. The headlight shall give a clear white light.

**10.64.090 Riding on sidewalks—Right-of-way.**

Any person riding a bicycle or an e-scooter upon a sidewalk of the city except sidewalks in the business district (riding prohibited) as hereinafter enumerated shall grant the right-of-way to any pedestrian thereon.

#### **10.64.100 Safe operation required.**

No bicycle or e-scooter shall be ridden faster than is reasonable and ~~prudent~~<sup>oper</sup> and every bicycle and e-scooter shall be operated with reasonable regard to the safety of the operator or any person upon the sidewalks, streets and other public highways of the city.

#### **10.64.110 Riding on sidewalks of downtown area prohibited.**

No person shall ride a bicycle or an e-scooter on the sidewalks of the city located within the downtown area as defined in Section 10.64.~~1010~~ 50(EA).

#### **10.64.120 Riding abreast of more than one other bicycle or e-scooter prohibited.**

No person shall ride or propel a bicycle or e-scooter upon any street or other public highway in the city abreast of more than one other person riding or propelling an e-scooter or bicycle.

#### **10.64.130 More than one rider on a bicycle prohibited—Exception.**

No person shall ride or propel a bicycle or e-scooter on a street or other public highway of the city with another person in any position in front of or behind the operator, unless the bicycle or e-scooter is designated for two people, or in the case of a bicycle of a tandem type equipped with a seat for each such additional person.

#### **10.64.135 ~~Reserved~~ Signage.**

A provider is prohibited from placing or permitting the placement of third party signage or messages on the e-scooters of the provider.

~~Editor's note(s) — Section 1~~~~Editor's note(s) —~~ of Ord. No. 23-11, adopted July 19, 2011, rescinded § 10.64.135~~Editor's note(s) —~~, which pertained to violation and penalty, and derived from prior code § 6-6.

~~Article II. Toy Vehicles, Rollerblades, In-line Skates, Roller Skates, Snowboards, Skis, Rollerskis, Scooters, Coasters, Skateboards and Similar Devices~~

#### **10.64.150 Reserved. Definitions.**

The terms used in this article are defined as follows:

- A. ~~Downtown Area. For the purpose of this article, the downtown area and public ways of the city shall be considered to be as follows: An area bounded on the east by the sidewalk along the east side of Durbin Street; on the south by the former Chicago Northwestern railroad right-of-way; on the west by the sidewalk along the west side of Ash Street; and on the north by the sidewalk along the north side of "C" Street. Such areas shall also include the sidewalks and crosswalks which connect the streets, ways and sidewalks listed herein as boundaries. "Ride or riding" means the use of any rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar device or any bicycle in a manner other than walking beside or carrying the device.~~
- ~~"Toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices" means any device or shoe allowing the wearer, rider or user to roll, glide, skate, slide, or otherwise move by means other than walking or running. This does not include devices such as wheelchairs, motorized scooters used for medical purposes or walkers designed primarily for, and used by, a person with a physical disability requiring the use of such device. This also does not include a properly licensed motor vehicle operated in accordance with all applicable laws.~~

#### **10.64.155 Riding on fixtures.**

No person shall ride any toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices or any bicycle or e-scooter upon, over, against, or otherwise on any bench, table, planter, railing, stair, step, utility equipment, or any other fixture, whether permanently attached or not, in any public place unless such place or fixture has been designated by the city for such use, or unless upon private property and with the permission of the owner of the property.

#### **10.64.160 Reserved. Prohibited in downtown area.**

~~No person shall ride toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices upon any street, sidewalk, public parking lot, or public way or area open to the general public, within the downtown area; provided, however, that it is permissible to ride such devices in the downtown area as a participant in a duly permitted parade, and it is permissible to ride rollerblades and in-line skates on streets only in the downtown area.~~

#### **10.64.165 Obedience to traffic rules required.**

Every person propelling a vehicle by human power, or riding or operating an e-scooter or bicycle upon any street or other public highway in the city has all of the rights and all of the duties applicable to the driver of any vehicle upon such roadways, including, but not limited to: turning only at intersections, signaling for all turns, riding at the right-hand side of the street or highway,

passing to the left when passing overtaken vehicles and individuals that are slower moving, and passing vehicles to the right when meeting.

#### **10.64.170 Reserved Responsibilities of parents and guardians.**

~~It is unlawful for any parent, guardian or person standing in the place of a parent or guardian, to permit any child under the age of eighteen years to ride toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices in the downtown area, except that it is permissible to ride rollerblades and in-line skates on streets only in the downtown area.~~

#### **10.64.180 Dockless Scooter for hire; Permit Required and Permit Applications.**

##### A. Permit required.

1. In general. No provider may rent a dockless-vehicle-for-hire business without having first obtained a permit from the clerk.
2. Issuance. The city clerk may issue a permit pursuant to this chapter.

##### B. Permit applications.

1. Form. An approved permit to operate a dockless-scooter-for-hire business must be obtained to utilize the public right of ways for a dockless scooter for hire.
2. Contents. Information in the permit requirements, or the provider agreement must include:

- a. The provider's full legal name and any trade name(s) under which it operates;
- b. Documentary evidence from an insurance company indicating that the insurance company has bound itself to provide liability insurance to the provider as required by the Clerk, but an amount not less than the following coverage:
  - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.
- c. An agreement to indemnify the City in the following form:

"Operator agrees to indemnify, defend and hold harmless City, and its officials, employees and agents, from and against all actions, damages or claims, including reasonable attorney's fees, (collectively "Claims") brought against the City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from the negligent, wrongful or

willful acts or omissions of provider and its agents and employees, including claims for personal injury, bodily injury, wrongful death, loss of consortium, loss of sickness, or destruction of property, including the loss of use resulting therefrom. There shall be no indemnification for the negligent acts or omissions or willful misconduct of the City or its elected or appointed officials and employees.

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.”

d. Any other information to protect the public’s safety required by the city.

3. Term and renewal.

- a. Term. A permit issued under this chapter expires on the last day of the calendar year in which it was issued.
- b. Renewal. The application for renewal must be in the form and contain the information required referenced in this chapter in a form established by the city clerk’s office.
- c. Transfer of permits prohibited. A permit issued under this chapter to any provider is not assignable or transferrable to, or sharable with any other provider.

4. Permit revocation.

- a. After a hearing conducted before the City Clerk and with proper notice to the provider, the Clerk may revoke permits if the Clerk finds that the provider:
  - i. Intentionally or knowingly made a false statement as to a material matter on the permit application;
  - ii. Failed to maintain the liability insurance required by contract or ordinance;
  - iii. Failed to pay any fees, or obtain a performance bond, required under this chapter;
- b. Any revocation under this section must be in writing from the Clerk’s office and specify the reasons for the action;
- c. A provider receiving a revocation under this section is prohibited from applying for a permit under this chapter for eighteen months from the date of revocation.
- d. Appeals. A provider aggrieved by a decision of the clerk may appeal that decision to the director of public services, or his/her designee, in writing within ten days of the clerk’s decision. The director or his/her designee

must issue a written decision within thirty days from receipt of the provider's appeal.

†

C. Administrative/Right of way/fee.

1. Dockless scooters use the public right of way not only for operation but out of use parking/storage/marketing. An administrative/right of way fee (fee) shall be levied and imposed upon every provider of dockless vehicles for hire.
2. Amount of fees. The amount of fee for providers of per dockless-vehicles for hire rental is ninety dollars (\$90.00) per scooter per calendar year.

D. Remittance and reports.

1. Remittance. A provider shall remit the fee imposed by this chapter to the city clerk at the time the dockless scooter provider is issued permits by the clerk.
2. Reports. Each remittance must be accompanied by an itemization of all dockless vehicle in use for the period reported. The report must be in the form and contain the information that the clerk requires.
3. Missing scooters. The provider must provide all information to the Casper Police Department regarding any missing, stolen or submerged scooters, within ninety-six hours of the provider or its agent's knowledge of missing, stolen or submerged scooters.

**10.64.190 Standards of operation of e-bikes or e-scooters.**

A. Unlawful operations of bicycles or e-scooters.

1. A bicycle or e-scooter may not be operated:
  - a. In a manner that violates applicable State or local law;
  - b. At speeds that exceed fifteen miles per hour for e-scooters.
  - c. With a passenger, unless the e-bike or e-scooter is designed to carry a passenger;
  - d. Without the use of headlight or headlamp fifteen (15) minutes before dusk, and fifteen (15) minutes after dawn, or when the safe operation of a vehicle requires the use of headlight or headlamp;
  - e. On a public right-of-way where bicycles are prohibited;
  - f. On a sidewalk, unless the posted speed on the abutting public right-of-way is thirty miles per hour or greater and the speed of the bicycle or e-scooter on the sidewalk does not exceed ten miles per hour; or
  - g. While carrying a package, bundle, or other article that prevents the user from keeping both hands on the handlebars.

B. Unlawful parking of dockless vehicle.

1. Public streets and alleys. A dockless vehicle may not be parked on a public street or alley unless the City's Director of Public Services has designated an area specially-designed to accommodate dockless parking.
2. Sidewalks. Unless otherwise prohibited by law, rule, or regulation that specifically prohibits parking on a sidewalk, dockless vehicles may be parked:
  - a. On any sidewalk; or
  - b. At designated locations as determined by the City's Director of Public Services.
3. Transit stops. A dockless vehicle may not be parked closer than twenty-five feet from the nearest point of a transit stop to the dockless vehicle.
4. Miscellaneous locations. A dockless vehicle may not be parked in:
  - a. A driveway without the permission of the owner of the driveway;
  - b. An area reserved for sidewalk dining;
  - c. A transit zone, including bus stops, shelters and passenger-waiting areas, except at designated areas within a transit zone, as determined by the Director;  
A loading zone;
  - d. \_\_\_\_\_
  - e. A parking zone dedicated to accessible parking, handicapped;
  - f. A manner that reduces the pedestrian zone to less than 5 feet or that otherwise prohibits the free flow of pedestrian traffic;
  - g. A manner that interferes with places of access for persons with disabilities as required by the Americans with Disabilities Act; or
  - h. A manner or location prohibited posted by the Director of Public Services.
5. Manner of parking. Dockless vehicles must be parked in a standing upright position.

a. \_\_\_\_\_

C. User education.

1. In general. A provider must educate its users in the laws, rules, and regulations applicable to the riding, operation, and parking of dockless vehicles.
2. Publication. As a component of the education required under this section, a provider must make visible on its dockless vehicles or publish on its mobile application, or both, the standards of operation set forth in this chapter.

D. Provider operational responsibilities.

1. A provider must:

- a. Operate a twenty-four hour customer service phone number for users, the general public, and City officials to report dockless vehicles that are inoperable or suspected of being operated or parked in apparent violation of the law;
- b. Remove its dockless vehicles from any public property requested by the Casper Police Department or Casper Fire-EMS;
- c. Ensure that its dockless vehicles are parked as required by law, rule, or regulation;

- d. Remove or reposition its dockless vehicles that are parked illegally within ninety (90) minutes from the time the call was placed to providers customer service number;
- e. Ensure that its dockless vehicles adhere to applicable national safety standards;

#### E. Seizure

- 1. In general. A dockless vehicle for hire is subject to seizure if it is parked or used in violation of this chapter or wrongly left on private property.
- 2. Procedures.
  - a. An enforcement officer need not have a warrant in order to seize a dockless vehicle for hire in a violation of this chapter if the enforcement officer has probable cause to believe that the dockless vehicle for hire has been parked or used in violation of this chapter and a warrant is not constitutionally required under the circumstances.
- 1. Whenever an enforcement officer seizes a dockless vehicle for hire under this section, the enforcement officer may cause it to be moved to a place designated by the Department.
- 2. On the seizure of a dockless vehicle for hire under this section, the Department must promptly notify the provider of:
  - a. The reason for seizure;
  - b. The location of the seized dockless vehicle for hire; and
  - c. The amount of the fees, if any, associated with the seizure.
- a. Vehicles returned on payment. Any dockless vehicle for hire seized under this section must be returned to its provider unless held as evidence.

#### **10.64.180 Violation—Penalty.**

Any person violating any provision of this article is guilty of a misdemeanor, and may be punished as provided in Chapter 1.28 of this code.

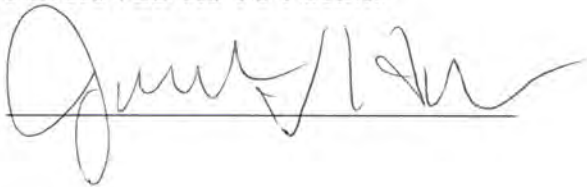
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_, 2021

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

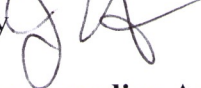
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

## Informational Addendum

July 20, 2021

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

**FROM:** John Henley, City Attorney 

**SUBJECT: Informational Addendum to Memo regarding Amendments to Chapter 10.64 of the Municipal Code (Scooter Ordinance) supplementing information regarding other municipalities' scooter fees with information from Spokane, Washington and Seattle, Washington.**

### City of Casper:

The proposed draft ordinance requires a permit for each dockless scooter. In negotiations with Bird Rides, Inc., it had agreed, consistent with its presentation to Council, to provide fifty e-scooters at minimum for public use. In contract negotiations Bird Rides, Inc., had agreed to pay \$3,000.00 per calendar year and a \$25.00 per scooter per calendar year fee on top of that. On average, the per scooter per calendar year Bird Rides had offered to pay equals:

\$3,000.00 annually/ 50 scooters = \$60/ scooter plus \$25.00= \$85.00 per scooter

\$3,000.00 annually/ 75 scooters = \$40/scooter plus \$25.00= \$65.00 per scooter

\$3,000.00 annually/ 100 scooters= \$30/scooter plus \$25.00= \$55.00 per scooter

### Other municipalities charge:

**Cheyenne, Wyoming** - Annual fee of \$200.00 Annual fee/dockless vehicle is \$5.00

**Rock Springs, Wyoming** - Annual fee \$500.00

**Spokane, Washington:** .75 per every vehicle in operation a day.

.75 x 300 days = \$225.00 per scooter

.75 x 225 days = \$168.75 per scooter

### **Seattle, Washington:**

Fee Type	Fee Amount	
Permit Issuance and Renewal	\$232 for issuance or \$176 for renewal as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Permit Review	\$296 per hour of review as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Administrative Fee per year	For Vendors approved during the initial application period:	\$150 per permitted scooter
	For Vendors approved after the initial application period, and no more than 4 total Vendors:	\$150 per permitted scooter or other approved device, prorated by month

July 6, 2021

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

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

**SUBJECT:** Public Hearing Date for a New Bar and Grill for Grace Partners, LC d/b/a  
Spotlight Lounge, Located at 128 East 2<sup>nd</sup> Street.

Meeting Type & Date  
Regular Council Meeting  
July 20, 2021

Action type  
Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, consider the application for a new bar and grill liquor license for Grace Partners, LC d/b/a Spotlight Lounge, located at 128 East 2<sup>nd</sup> Street.

Summary  
An application has been received requesting a new bar and grill liquor license for Grace Partners, LC d/b/a Spotlight Lounge, located at 128 East 2<sup>nd</sup> Street. This application is one of three. The City of Casper received three (3) applications for two (2) available bar and grill liquor licenses. The submitted applications are from (1) Grace Partners, LC d/b/a Spotlight Lounge, (2) Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, and (3) Mouthful, LLC d/b/a Mouthful.

The applicant plans to cater to a 29 to 65-year-old demographic. They will offer a venue for local musicians to come and play and karaoke. The applicant has not set the menu but plans are currently for either a gourmet hot dog restaurant or upscale fast finger foods. However, the applicant is aware with this type of license that any customer wishing to partake in alcohol will also have to order food, because Bar and Grill liquor licenses must have the majority of their revenue come from food services and not from the sale of alcohol liquor or malt beverages.

This address is the former location for the restaurant liquor license 2<sup>nd</sup> Street Eats, LLC d/b/a 2<sup>nd</sup> Street Eats, LLC. This liquor license holder did not renew for the license year starting April 1, 2019. No liquor license has been assigned to this address since that date.

Further, Bar and Grill licenses must also have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; they must have at least one dedicated service representative (bartender), and a choice of at

least six major distilled spirits available for retail sale. Restaurant and Bar and Grills liquor licenses cannot sell alcohol for off premise consumption. All sales of alcoholic or malt beverages shall cease at the time food sales and services cease.

This differs from Retail liquor licenses as they are not subject to a food requirement. Retail liquor license holders may sell package liquor for off premise consumption. They may also apply for permits to cater off site event. If a retail liquor license holder has a bar and package liquor they must be separated by a glass or other suitable partition to permit persons to pass freely between the two facilities.

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

### **Financial Considerations**

City will receive \$6,931.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

### **Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist

### **Attachments**

Copy of Application

Affidavit of Website Publication

Company overview

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

**To be completed by City/County Clerk**

License Fees Annual Fee: \$ 10,500.00  
 Prorated Fee: \$ 7,337.00  
 Transfer Fee: \$ \_\_\_\_\_  
 Publishing Fee: \$ \_\_\_\_\_

Local License #: Bar + Grill #73Date filed with clerk: 6 / 17 / 2021

Advertising Dates: (2 Weeks)

7/9/2021 & 7/11/2021

Hearing Date:

7 / 20 / 2021Publishing Fee Direct Billed to Applicant: ☒

License Term: 07 / 21 / 2021 Through 03 / 31 / 2022  
 Month Day Year Month Day Year

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

Applicant: Grace Partners LCTrade/Business Name (dba): Spotlight LoungeBuilding to be licensed/Building Address: 128 East 2nd Street

Number &amp; Street

Casper  
CityWY  
State82601  
ZipNatrona  
CountyMailing Address: 128 East 2nd Street

Number &amp; Street or P.O. Box

Casper  
CityWY  
State82601  
ZipBusiness Telephone Number: ( 307 ) 262-4291Fax Number: ( ) N/AE-Mail Address: Gracepartners@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Block 7, Lot 12, 13, and 14 in the Casper addition to the city of Casper, Natrona County, Wyoming**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIPFORMERLY HELD BY: N/A**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Casper☐ COUNTY OF: \_\_\_\_\_☐ ASSIGNMENT LETTER ATTACHED**FILING AS (CHOOSE ONLY ONE)**

☐ INDIVIDUAL  
☐ PARTNERSHIP  
☐ LP/LLP  
☒ LLC

☐ CORPORATION  
☐ LTD PARTNERSHIP  
☐ ORGANIZATION  
☐ OTHER

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

RETAIL LIQUOR LICENSE  
☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE  
☐ RESORT LIQUOR LICENSE  
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB

☐ MICROBREWERY  
☐ WINERY

☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY☐ CIVIC CENTER/RENT CENTER/ PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from January to December☐ SEASONAL/PART-TIME

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

from \_\_\_\_\_ to \_\_\_\_\_

☐ NON-OPERATIONAL/PARKED

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

from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (ii)

(a) OWN the licensed building?

☐ YES (own)

(b) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

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

(i) When the lease expires, located on page 1 paragraph 2 of lease.(ii) Where the Sales provision for alcoholic or malt beverages is located, on page 7 paragraph 24 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:  
N/A
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: N/A

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

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

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

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

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

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

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

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

---

**7. BAR AND GRILL LICENSE:**

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

☒ YES ☐ NO

---

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): N/A

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO

---

**9. RESORT LICENSE: N/A**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

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

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO

---

**10. MICROBREWERY LICENSE: N/A**

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

☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

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

☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☐ NO

---

**11. WINERY LICENSE: N/A**

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

☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

---

**12. LIMITED RETAIL (CLUB) LICENSE: N/A**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

---

**13. LIMITED RETAIL (CLUB) LICENSE: N/A**

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

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO

---

**14. LIMITED RETAIL (CLUB) LICENSE: N/A**

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

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

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

☐ YES ☐ NO

16. LIMITED RETAIL (CLUB) LICENSE: N/A

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

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

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- N/A ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- N/A ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 14 day of June,

2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Deborah Dallman</u> (Signature)	<u>Deborah Dallman</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Stephanie Praska  
Signature of Notary Public

(SEAL)

My commission expires: May 15, 2023

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 07/07/2021 and ended on 07/21/2021 and
- Attached is image of the Notice as actually posted on the City of Casper website ([www.casperwy.gov](http://www.casperwy.gov)) for the entire period referenced above.

By: Carlos Mills-Latch Date: 7/6/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of July, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

## NEW APPLICATION FOR A BAR AND GRILL LIQUOR LICENSE

An application for a new bar and grill liquor license no. 13 for Grace Partners, LC d/b/a Spotlight Lounge located at 128 East 2<sup>nd</sup> Street has been received in this office. Public Hearing on said application will be held on July 20, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

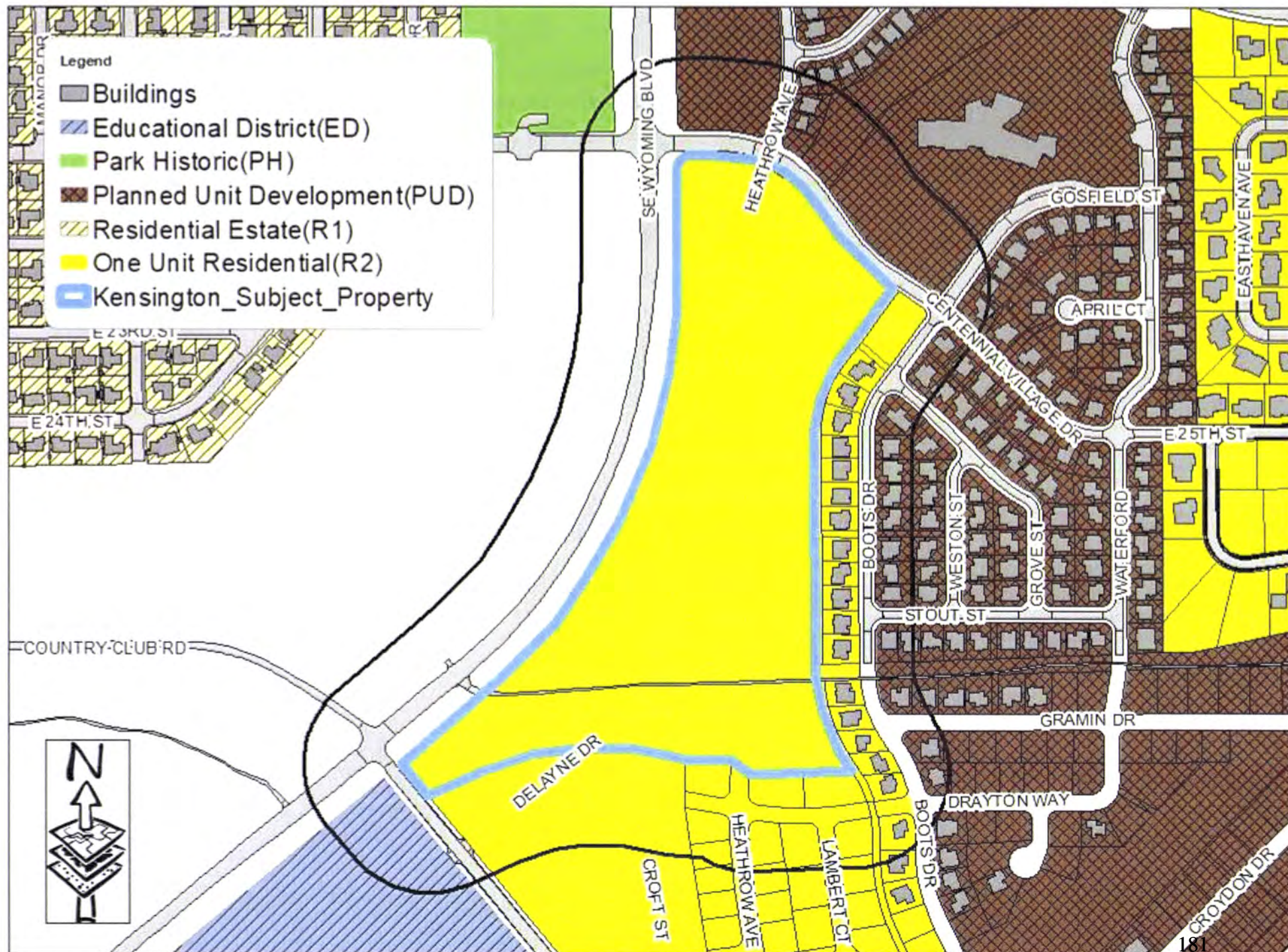
## COMPANY OVERVIEW

- **Company Summary:** This business will add a new dynamic to the downtown Casper revitalization. We plan on it differentiating itself to be another breath of fresh air to the community. We are kicking around several different menu ideas but intend to focus on bringing different entertainment than what is typical for the area.
- **Company History:** Although there is no history for this location, we have been operators of a location for the past 7 years. We plan on using the lessons learned to lesson learning curves associated with upstarts
- **Markets and Products:** Target market is the 29-65-year-old demographic. This demo tends to have a little more income and appreciates a place that is less of an attraction to the younger crowd. We will have an entertainment and a dining/drinking options that attract this type of customer.
- **Management Team:** Team will consist of 1 GM that will do most of the day to day operations, and 2 working owners to oversee operations.
- **Legal Structure and Ownership:** Business will be either a Single member LLC or LLP. This will depend on any advantages that one offers over another. We have a great accountant that will help guide this decision.
- **Locations:** Our current plan is to operate at 128 E. 2<sup>nd</sup> Street, Casper WY, 82601. It was formerly set up for restaurant. The building has been emptied for around 10 years. Ours of Operation will be:
  - M-Th 11 am to 11pm
  - F-Sa 11 am to 2am
  - Sunday closed except for special events

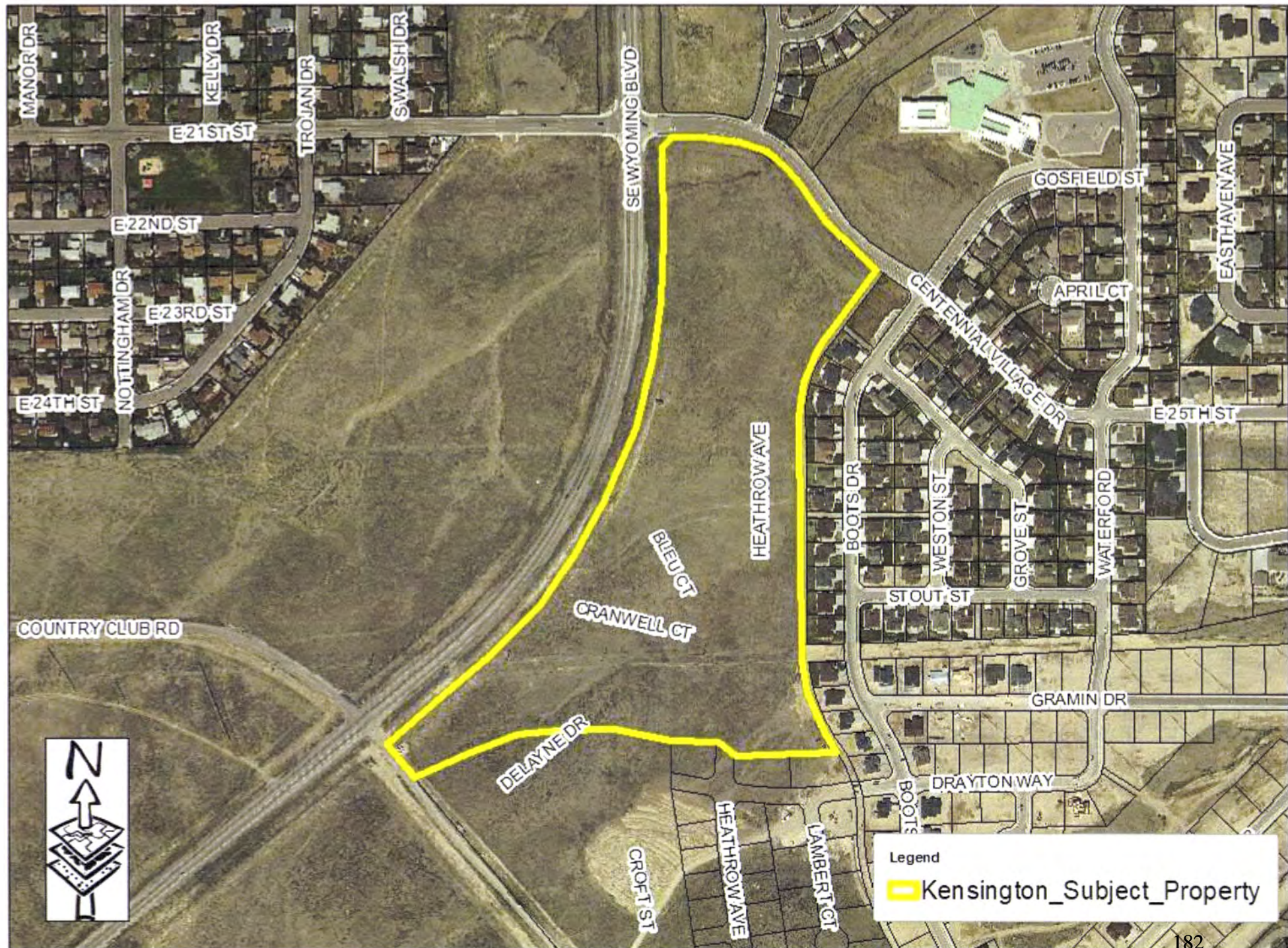
## Operations

- **Opportunity:** Casper has seen a big push in the last 3 years to bring life back to it's downtown. There are many eateries on the peripherals that have been migrating the area. The vision is for it to mimic the Denver and Ft. Collins areas by having options within walking distance to each other. There are multiple competitors within the area so differentiation will be key.
- **Products and Services:** Our live entertainment has a few different elements than most. First, we intend to offer a service industry-oriented Karaoke night early in the week. There is no where else in town doing this. Second, we have one of the best live entertainment sound systems in town. It incentivizes local musicians that are hesitant to play in run down venues to come put on show for us. Third is the plan to draw out of town acts to keep demand high. This has worked well for us at our current location. Our menu offerings are still in development. We have 2 ideas floating to the top. One is a gourmet hot dog theme. These have proved to work well in different markets (the Dog House in Colorado). The second will be a menu base around fast finger foods that are a bit more upscale. We also make our own merchandise to promote our brand and provide another source of revenue. Items include shirts and hats with branding slogans.
- **Pricing:** Our price point will be designed to encourage our demographic for evenings and attract local traffic during daytime. Somewhere between \$10 and \$14 for a meal. Alcohol and beer will not be bargain priced to appeal to our target demo.
- **Employees:** The GM will oversee day to day operations with monitoring by working owners. There will be 4 regular bartenders, 3 PT servers, 2 FT cooks. 4 PT cooks. Usually working owner and GM will cover one or more of these positions.
- **Profit Plans:** Profits will be reinvested in the business as needed and the rest will go to owner(s).

# Proposed Kensington Heights Addition No. 4 Subdivision



# Proposed Kensington Heights Addition No. 4 Subdivision



**KENSINGTON HEIGHTS ADDITION NO. 4  
SUBDIVISION AGREEMENT**

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

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

2. Kensington Heights Investments, LLC, 421 South Center Street, Ste. 101, Casper, Wyoming 82601 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Tract A, Kensington Heights Addition No. 3, to create the Kensington Heights Addition No. 4 Subdivision.
- C. A plat of Kensington Heights Addition No. 4 ("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:

Kensington Heights Investments,  
 LLC  
 421 South Center Street  
 Ste. 101  
 Casper, Wyoming 82601

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

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

as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

WITNESS:

By: M. Jeremy Yates

Printed Name: M. Jeremy Yates

Title: MPO Supervisor

OWNER

Kensington Heights Investments, LLC

By: [Signature]

Printed Name: Lisa A. Burridge

Title: Managing Member

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

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

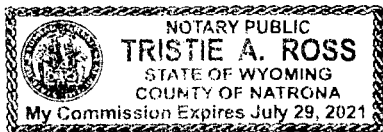
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this 6<sup>th</sup> day of June, 2021, by Lisa A. Berridge as the Managing Member of Kensington Heights Investments, LLC.

(Seal, if any)



[Signature]  
(Signature of notarial officer)

notary public  
Title (and Rank)

[My Commission Expires: 7-29-21]

ORDINANCE NO.16-21

AN ORDINANCE APPROVING THE VACATION AND  
REPLAT CREATING THE KENSINGTON HEIGHTS ADDITION  
NO. 4 SUBDIVISION

WHEREAS, Kensington Heights Investments, LLC has applied to vacate and replat Tract A, Kensington Heights Addition No. 1 to create the Kensington Heights Addition No. 4 Subdivision; 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, the governing body of the City of Casper finds that the above-described vacation and replat 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 Kensington Heights Addition No. 4 Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Kensington Heights Addition No. 4 Subdivision is hereby approved, under the terms and conditions of the Kensington Heights Addition No. 4 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 6<sup>th</sup> day of July, 2021.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

Walke Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 14, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Consideration of a resolution authorizing a consent to sublease a wireless communication facility located at 1903 North Poplar

Meeting Type & Date:

Regular Council Meeting, July 20, 2021

Action Type:

Resolution

Recommendation:

Staff recommends that the City Council grant Crown Castle's (Lessor) request to sublease the wireless communication facility located at 1903 North Poplar Street.

Summary:

The City of Casper leases property located at 1903 North Poplar Street, commonly described as the Events Center water tank site, to NCWPCS MPL 33 – Year Sites Tower Holdings LLC (Lessee) for an existing wireless communication facility (cell tower). Per the terms of the License Agreement, dated August 7, 2007, the Lessee is required to obtain the City's consent to sublease space on the tower/site. The Lessee has requested consent to sublease a portion of the tower/site to DISH Network. Pursuant to the terms of the lease, the City's consent cannot be unreasonably withheld, conditioned or delayed.

Financial Considerations:

No additional revenue will be collected by the City under the current terms of the Lease Agreement

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner – Community Development Department

Attachments:

Resolution  
Vicinity Map

# Cell Tower Location - 1903 N Poplar St



RESOLUTION NO.21-99

A RESOLUTION AUTHORIZING A CONSENT TO SUBLEASE  
A WIRELESS COMMUNICATION FACILITY LOCATED AT  
1903 NORTH POPLAR STREET

WHEREAS, the City of Casper leases property located at 1903 North Poplar Street (Events Center Water Tank Site) to NCWPCS MPL 33 – Year Sites Tower Holdings LLC (Lessee), for an existing wireless communication facility; and,

WHEREAS, per the requirements of the License Agreement, dated August 7, 2007, as it may have been amended and assigned, Lessee is required to obtain consent from the City (Lessor) to sublease the site/tower; and,

WHEREAS, per the License Agreement, Lessor's consent cannot be unreasonably withheld, conditioned or delayed; and,

WHEREAS, Crown Castle, on behalf of the Lessee, is requesting consent to sublease a portion of the tower/site to DISH Network; and,

WHEREAS, the Lessor desires to grant Crown Castle's request.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to sign and execute the consent for sublease, dated June 10, 2021, attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



8000 Avalon Blvd, Suite 700  
Alpharetta, GA 30009

Phone: (602) 845-1763  
Email:  
Monique.Young.Contractor@crowncastle.com  
www.crowncastle.com

June 10, 2021

VIA FedEx

Tracking number: 773967083657

CITY OF CASPER  
200 N DAVID STREET  
CASPER, WY 82604

Re: BU 858235/"ZOD\_ALLTEL\_WYCA\_EVENT CENTER"/1903 POPLAR STREET, CASPER, WY 82601 ("Site")  
License Agreement, dated August 7, 2007, as it may have been amended and assigned ("Lease")  
Consent for sublease

Dear CITY OF CASPER,

I am reaching out to you on behalf of NCWPCS MPL 33 - Year Sites Tower Holdings LLC ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the amount of towers in an area where this property is located, DISH Network intends to sublease a portion of the Site. The sublease will include installation of new equipment within the lease area; however, it will not alter the character or use of the site nor will it change the nature of the occupancy of the Site. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment at the Site as permitted under the Lease.

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before July 10, 2021** by signing below and returning one original to the address indicated above so that we may install DISH Network's equipment as permitted under the Lease.

A prepaid envelope is included for your convenience. If you have any questions concerning this request, please contact Monique Young at (602) 845-1763 or Monique.Young.Contractor@crowncastle.com

Sincerely,

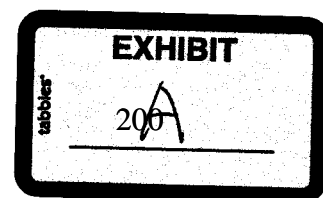
Monique Young  
Real Estate Specialist

Agreed and accepted \_\_\_\_\_  
(Date)


\_\_\_\_\_  
(Lessor's signature)

Steven K. Freel Mayor

\_\_\_\_\_  
(Lessor's name and title)



June 28, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director/ interim Parks and Recreation Director

SUBJECT: Visit Casper Contract for Ford Wyoming Center 40-year Anniversary Marketing Efforts.

**Meeting Type & Date**

Regular Council Meeting  
July 20, 2021

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve a contract between Visit Casper and the City of Casper for the purposes of marketing the 40-year anniversary of the Ford Wyoming Center.

**Summary**

The City of Casper has been awarded CARES Act funds to promote facilities such as the Ford Wyoming Center, formerly the Casper Events Center. The center was heavily impacted by the COVID-19 pandemic but has begun recovery efforts. The facility will be celebrating its 40-year anniversary in 2022.

To celebrate the milestone staff would like to contract with Visit Casper to coordinate a comprehensive campaign. As presented in the April 27 council work session, the campaign includes a history of the Center as well as promotions in and out of state and the Casper area. In addition to the City's \$50,000 commitment, the following have committed funding to the campaign: Visit Casper (\$15,000), Natrona County (\$15,000) and Spectra/Ford Wyoming Center (\$20,000) to the campaign.

**Financial Considerations**

Funded by CARES Act Funds

**Oversight/Project Responsibility**

Andrew Beamer, Public Services Director/ interim Parks & Recreation Director

**Attachments**

Resolution  
Contract

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of June, 2021, 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. Natrona County Travel and Tourism Council dba Visit Casper, 139 W 2<sup>nd</sup> St, Suite 1B Casper, Wyoming 82601 ("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 promote the 40-year anniversary of the Ford Wyoming Center (FWC).
- B. The project requires professional services for reaching Casper residents as well as in-state and out of state travelers.
- 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:

- A. Recognize Andrew Beamer, Public Services Department Director, as the City of Casper point of contact.
- B. All promotional and creative materials shall be approved by the City of Casper point of Contact.
- C. Capture video footage with resolution of 1920x1080 or greater to produce long and short-form stories that increase awareness and sentiment for the contribution the

facility has made to Casper's local economy and community for the last four decades. Footage will be secured by November 2021.

- i. Create one (1) overarching facility video (a minimum of 2 minutes in length) to showcase the history of the facility from an employee, city, artist, historical, and community perspective.
  - ii. Create a minimum of five (5) short videos that showcase the history of the facility from an employee, city, artist, historical, and community perspective.
  - iii. A shot list will be mutually determined by both the Contractor and the City representative.
- D. Develop public relations content for local, regional, and national media highlighting Casper's livability which will include one (1) article for newswire distribution and one (1) article placement through Brand Point. In addition to promoting Casper, content shall focus on the FWC and its enhancement to resident quality of life. Releases and pitches will be sent from November 2021 to October 2022.
- E. Create an anniversary landing page on the FWC website to host videos, event dates, photos and other anniversary related content. Landing page shall be complete by December 2021.
  - i. All online content created by the Contractor will utilize the landing page.
  - ii. The landing page will include a call for historic photos and stories related to the FWC.
  - iii. The Contractor will utilize the landing page as a data capture point for any giveaways, registrations or RSVPs. Data will be shared with the City of Casper.
  - iv. Promote photo contest to drive traffic to campaign landing page. Contractor will manage all aspects of the contest including gathering registrations and selecting a winner. Contractor will report number of entrants and track web page visits.
- F. Host a minimum of five (5) on-site events from January 1, 2022- December 31, 2022, to drive engagement, interest and awareness for the venue. Events may include tours, open houses, luncheons, or reviving historic past events to celebrate the history of the building. The Contractor may not include concerts, plays, sporting events, banquets, or other events which are not arranged directly by the Contractor as part of the minimum number.

- G. Create an anniversary logo, merchandise, private label products, and free commemorative items such as 11 x 17 posters, stickers, coaster, napkins, etc. Logo and designs will be developed by December 2021.
- i. Partner with local vendors to create FWC/Casper Event Center specialty items for purchase.
  - ii. Commemorative poster will include building statistics and facts regarding the number of people through the building in the last forty (40) years, the number of concerts and events held, the number of employees or jobs through the years, the economic impact of the facility, top ten (10) famous acts who have played at the FWC, etc.
- H. Expand the FWC customer database by a minimum of five percent (5%) by promoting the existing annual FWC 2021 “Big Ticket” giveaway.
- I. Create an out-of-home advertising campaign to engage local residents. Campaign may include art shows at local galleries, banners on downtown light poles, large-scale off-site signage or any visual advertising media found outside of the home. A minimum of two tactics will be utilized by the contractor. Designs will be complete and 2022 display dates selected by December 2021.
- J. Run monthly campaigns from December 2021 to December 2022 across multiple social media platforms to drive web traffic to anniversary landing page. Advertising will promote the history, utility, and importance of the venue as well as promote all FWC activities in 2022. Campaign will include a minimum of two (2) social media posts per month and an ad campaign with at least ten thousand (10,000) impressions per month.
- K. Create a 9 x 10, full color stitch and trim printed commemorative program celebrating the 40-year history of the FWC. The program will be a minimum of twelve pages in length. The guide will be distributed in the Casper Star-Tribune in April 2022. Contractor will secure an overrun of 1,600 guides to be distributed at the FWC. Contractor may partner with the Casper Star-Tribune to sell advertising in the program to offset program printing costs.
- L. Secure an initial survey and an outcome survey of Natrona County residents to better understand resident sentiment around the FWC resulting from the campaign. The initial survey will take place no later than December 2021. The outcome survey will take place in December 2022 at the end of the campaign. Contractor will work with the point of contact to determine questions, needs, and outcomes.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed according to the timeline outlined in the Scope Services.

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 Fifty Thousand Dollars (\$50,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Treadwell

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Steve K. Freel  
Mayor

WITNESS

CONTRACTOR  
Natrona County Travel and Tourism Council

By: Beth Address

Printed Name: Beth Address

Title: Community Relations Coordinator

By: Brook Kaufman

Printed Name: BROOK KAUFMAN

Title: CEO

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior** to the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

16. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO.21-100

A RESOLUTION AUTHORIZING A CONTRACT  
FOR PROFESSIONAL SERVICES WITH  
NATRONA COUNTY TRAVEL AND TOURISM  
COUNCIL FOR THE PROMTION OF THE 40-  
YEAR ANNIVERSARY OF THE FORD  
WYOMING CENTER.

WHEREAS, the City of Casper desires to undertake a project to promote the 40-year anniversary of the Ford Wyoming Center; and,

WHEREAS, Natrona County Travel and Tourism Council is ready, willing, and able to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Natrona County Travel and Tourism Council, for the services more specifically delineated in the Contract for Professional Services.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payment and contract extensions throughout the project, retaining those amounts prescribed by the agreement, in an amount not to exceed Fifty Thousand Dollars (\$50,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

July 1, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters Police Chief *KMP 307*  
Steve Schulz, Police Captain  
SUBJECT: Acceptance of Victim Services Grant by the Casper Police Department

**Meeting Type & Date**

Council Meeting  
July 20, 2021

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of the Attorney General Division of Victim Services, in the amount of Eighty Seven Thousand Eight Hundred Ninety Dollars and 00/100 (\$87,890.00), to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

**Summary**

The Casper Police Department has been notified that the Wyoming Office of the Attorney General Division of Victim Services, desires to award the City of Casper a grant in the amount of Eighty Seven Thousand, Eight Hundred Ninety Dollars and 00/100 (\$87,890.00) to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State and Federal court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

This grant is for the time period of July 1, 2021 through June 30, 2022. Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2022 Contract. This grant was anticipated and has been included in the city budget.

**Oversight/Project Responsibility**

Lieutenant Ben Mattila and Victim Services Coordinator Leslie Fritzler will oversee the grant and communicate directly with Chief McPheeters regarding the status.

**Attachments**

Fiscal Year 22 Contract

# FISCAL YEAR 2022 CONTRACT

**For Services to Victims of Crime Between  
The State of Wyoming, Office of the Attorney General, Division of Victim Services  
And  
City of Casper, Casper Police Department**

1. **Parties.** The parties to this Contract are The State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002 and City of Casper, Casper Police Department (Contractor), whose address is 201 N. David Casper, WY 82601. The Contractor's DUNS is 152720140, the EIN is 836000049, and Vendor Code is VC\*86422.

2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Contractors.

**Provision of Services:** The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment B, which is attached and incorporated into this Contract and is being signed simultaneously with this Contract. This contract does not include funding for Research and Development (R&D) projects.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2021 to June 30, 2022. All services shall be completed during this term.

4. **Reimbursement.**

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed Eighty Seven Thousand Eight Hundred Ninety Dollars and No Cents (\$87,890.00). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is Eighty Seven Thousand Eight Hundred Ninety Dollars and No Cents (\$87,890.00) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY2021/2022 approved grant proposal:
  - a. VAWA: (LE) \$28,982.00. Funds will be paid from the 2020-WF-AX-0049 VAWA-STOP grant, Department of Justice, Office on Violence Against Women, CFDA #16.588 (federal award date:

9/17/2020) for a VAWA Law Enforcement project.

2. The following FY2022 state funds must support the project as outlined in the SFY2021/2022 approved grant proposal:

- a. State Victim Witness funds: \$46,834.00.
- b. State Surcharge funds: \$12,074.00.

B. Suspension of Reimbursement.

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor shall be accountable for the performance of this Contract.
- B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services, found on the Wyoming Secretary of State's Wyoming Administrative Rules site <https://rules.wyo.gov/>. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.
- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.

- G. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the Contractor of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions.**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
  2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in

Natrona County in accordance with the Contractor's application for funding.

- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- I. Limitations on Lobbying Activities. By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
  - 1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
  - 2. Procures a commercial sex act during the period of time the award is in effect; or
  - 3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate

amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment A) which is attached and incorporated into this Contract. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

- M. Indirect Cost. Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).

8. **General Provisions.**

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

failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

- E. Audit and Access to Records. The Division and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- I. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, Subgrantee Audit Requirements, consisting of one (1) page, Attachment B, Certified Assurances & Special Conditions, consisting of Thirteen (13) pages, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this Contract and any attachments or documents incorporated by reference, this Contract shall control.

- J. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- K. 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, 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.
- L. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign or Governmental Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity and the Contractor expressly reserves governmental immunity by entering into this Contract. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Suspension and Debarment. By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 C.F.R. Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- T. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
  2. The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);
  3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
  4. The Contractor is not complying with the terms of the Contract; or,
  5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.
- U. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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 provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- V. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- W. Counterparts. This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

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

**DIVISION:**

The State of Wyoming, Office of the Attorney General, Division of Victim Services

\_\_\_\_\_  
Cara Boyle Chambers, Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

City of Casper, Casper Police Department

\_\_\_\_\_  
Steven K. Freel, Mayor  
City of Casper, Casper Police Department

\_\_\_\_\_  
Date

**City of Casper - APPROVAL AS TO FORM**

Wallace Trembath III  
Wallace Trembath III, Deputy City Attorney

6/29/21

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

Meg Pope #213430  
for Tyler M. Renner, Senior Assistant Attorney General

6/15/21

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Wyoming Office of the Attorney General**  
**Division of Victim Services**

**Subgrantee Audit Requirements per**  
**2 CFR Part 200 Subpart F**

2 CFR 200 Subpart F – Audit Requirements, requires the Wyoming Attorney General’s Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1.        We have completed our 2 CFR 200 Subpart F audit requirements for the fiscal year ended \_\_\_\_\_.

A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2.        We expect our 2 CFR 200 Subpart F audit for the fiscal year ended \_\_\_\_\_ to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3.        We are not subject to 2 CFR 200 Subpart F audit requirements because:

       We received less than \$750,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$ \_\_\_\_\_ (Include total of all federal grants)

       Other (please explain) \_\_\_\_\_

Casper Police Dept  
Subgrantee Name

Benjamin Mattila Lieutenant  
Print Name Title

[Signature] 6/28/21  
Signature Date

Please provide all appropriate documentation regarding your organization’s compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002.

**ATTACHMENT B**  
**CERTIFIED ASSURANCES & SPECIAL CONDITIONS**

**DOJ Grants (VOCA, VAWA, SASP):**

- **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**  
The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide.
- **Compliance with DOJ Grants Financial Guide**  
The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website at <https://ojp.gov/financialguide/DOJ/Index.htm>, including any updated version that may be posted during the period of performance.
- **Requirements related to System for Award Management and Unique Entity Identifiers**  
The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.  
  
The Contractor also must comply with applicable restrictions on subawards (“subgrants”) to first-tier sub-contractors (first-tier “subcontractors”), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier required by SAM registration.  
  
The details of the Contractor’s obligations related to SAM and to unique entity identifiers are posted on the OJP website at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.  
  
This special 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).
- **Employment eligibility verification for hiring under the award**
  1. The Contractor 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

Contractor 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 Contractor who are or will be involved in activities under this award of both –
  - i. This award requirement for verification of employment eligibility, and
  - ii. 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 record keeping 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. 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.

3. 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 Contractor 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 requirements 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](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the contractor 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. Nothing in this condition shall be understood to authorize or require any contractor, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- d. Nothing in this condition, including in paragraph 3b, shall be understood to relieve any contractor, or any person, or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**Attachment B**

*To the Contract for Services between*

*The State of Wyoming, Office of the Attorney General, Division of Victim Services  
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*City of Casper, Casper Police Department*

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

- **Requirement to report actual or imminent breach of personally identifiable information**

The Contractor must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a DOJ grant funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to a Division of Victim Services Program Manager no later than twelve (12) hours after an occurrence of an actual breach, or the detection of an imminent breach.

- **Unreasonable restriction 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 and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

1. No discrimination, in procurement transactions, against associate 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 contractor 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. 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 designated to ensure compliance with this condition.

3. Rules of construction

**Attachment B**

*To the Contract for Services between*

*The State of Wyoming, Office of the Attorney General, Division of Victim Services  
and*

*City of Casper, Casper Police Department*

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

- **Requirements pertaining to prohibited conduct related to trafficking in persons**

The Contractor 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 the Contractor, or individuals defined (for purposes of this condition) as “employees” of the Contractor.

The details of the Contractor’s obligations related to prohibited conduct related to trafficking in persons are posed on the OJP and OVW websites, and are incorporated by reference here.

OJP: <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).

OVW: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award).

- **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 any associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the Contractor is to benefit a set of individuals under eighteen (18) years of age.

The Contractor 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 posed on the OJP and OVW websites (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/Interact-Minors.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>

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*To the Contract for Services between  
The State of Wyoming, Office of the Attorney General, Division of Victim Services  
and*

*City of Casper, Casper Police Department*

- **Training Guiding Principles**

The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP and/or OVW Training Guiding Principles for Grantees and Subgrantees, available at:

OJP: <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

OVW: <https://www.justice.gov/ovw/grantees#Resources>

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

The Contractor 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 conference, 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.

- **Compliance with applicable nondiscrimination provisions.**

The Victims of Crime Act, as amended, 42 U.S.C. § 10604(e), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations.

The Contractor also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding

**Attachment B**

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*The State of Wyoming, Office of the Attorney General, Division of Victim Services*

*and*

*City of Casper, Casper Police Department*

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faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

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

The Contractor 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.”

- **Restrictions on “lobbying”**

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government in order to avoid violation of 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the Contractor 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 or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including any exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

**Attachment B**

- **Compliance with general appropriations-law restrictions on the use of federal funds**  
The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, for each fiscal year, are set out on the OJP and OVW websites (Award conditions: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

- **Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor 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 the 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

**Attachment B**

information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Contractor—
  - a. represents that it neither is 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 awards 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 Contractor does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—
  - a. it represents that—
    - i) it has determined that no other entity that the Contractor’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
    - ii) 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 sub-contractor 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 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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- **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Contractor 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 Contractor 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 applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("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.

#### **OVW (VAWA STOP and SASP):**

- **Availability of general terms and conditions on OVW website**

The Contractor agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

- **Compliance with statutory and regulatory requirements**

The Contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, The Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, The Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, The Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

- **VAWA 2013 nondiscrimination condition**

The Contractor acknowledges that 31 U.S.C. § 1229(b)(13) prohibits recipients of OVW awards from excluding, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual

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*City of Casper, Casper Police Department*

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orientation, or disability in any program or actively funded in whole or part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

- **Confidentiality and information sharing**

The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

- **Activities that compromise victim safety and recovery or undermine offender accountability**

The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and /or sex of their children; pre-trial diversion programs not approved by the OVW or placement of offenders in such programs: mediation, couples counseling, family counseling or any manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

- **Publications disclaimer for contractors**

All materials and publications (written, visual, or sound) resulting from this award activities shall contain the following statements: "This project was supported by subgrant No. \_\_\_\_\_ awarded by the state administering office for the STOP Formula Grant Program (or, SAS Formula Grant Program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the Department of Justice, Office on Violence Against Women."

- **Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b) the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

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In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

- **Consultation compensation rates**

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, the Contractor must submit to the Division a detailed justification and have such justification approved by the Division, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, the contractor is required to maintain documentation to support all daily or hourly consultant rates.

- **Limitation on use of funds for awareness and public education**

The Contractor agrees that no more than five percent (5%) of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

- **Requirements for contractors providing legal assistance**

The Contractor agrees that legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their

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work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

- **Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence**

The Contractor agrees to have a policy, or issue one within two hundred seventy (270) days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, consultant, or contractor being prohibited from occupying positions that could undermine the ability of the contractor to carry out the grant-funded project, such as positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

**Attachment B**

**Certification:**

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

---

Signature Chair/Board of Directors Agency Administrator/County Commissioner

Date

Steven K. Freel, Mayor

---

Typed or Legibly Printed Name

201 North David St, Casper WY 82601

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Address

Phone

**Attachment B**

RESOLUTION NO.21-101

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2022 CONTRACT WITH THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

WHEREAS, the City of Casper has been approved for a grant of Eighty – Seven Thousand Eight Hundred Ninety Dollars and 00/100 (\$87,890.00) from the State of Wyoming Office of the Attorney General, Division of Victim Services.

WHEREAS, to accept the grant funding, the City must enter into the *Fiscal Year 2022 Contract for services to Victims of Crime between the Office of Attorney General, Division of Victim Services and the City of Casper, Casper Police Department* (“Contract”), and,

WHEREAS, the City of Casper desires to execute the Contract; and,

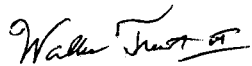
WHEREAS, the City of Casper desires to utilize the grant funds under the Contract for the Casper Police Department’s Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

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 Contract in the amount of Eighty-Seven Thousand Eight Hundred Ninety Dollars and 00/100 (\$87,890.00).

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all further documents pertaining to said Contract.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2021

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 30, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Interim Parks and Recreation Director   
Phil Moya, Recreation Manager

SUBJECT: Lease Agreement - Casper Amateur Hockey Club

**Meeting Type & Date**

Council Meeting: July 20, 2021

**Action type**

Approval

**Recommendation**

That Council approve, by resolution, the Lease Agreement between the City of Casper and the Casper Amateur Hockey Club.

**Summary**

The Parks and Recreation Department is seeking approval of a Lease Agreement between the City of Casper and the Casper Amateur Hockey Club for the use of the Casper Ice Arena. The Casper Ice Arena has historically leased ice to the hockey club from September through March. The Casper Amateur Hockey Club will be billed on a monthly basis. The terms of this agreement have been discussed and agreed to with the Casper Amateur Hockey Club.

**Financial Considerations**

Casper Amateur Hockey Club shall pay the Casper Ice Arena a monthly ice rental fee for the leased premises. Compensation from ice rental is \$150 per hour and \$100 utility charge (September – March) for the portable building (high school locker room). The Casper Amateur Hockey Club will have designated practice times at the Casper Ice Arena and provide a master schedule to the Ice Arena Supervisor for weekend games/tournaments. The lease is a three-year agreement which will automatically be extended until June 30, 2024.

**Anticipated Revenue:**

2021 - 2022 Season Ice Rental Fee: \$90,000.00 (600hrs x \$150)	Utility Charges: \$700.00
2022 - 2023 Season Ice Rental Fee: \$90,000.00 (600hrs x \$150)	Utility Charges: \$700.00
2023 - 2024 Season Ice Rental Fee: \$90,000.00 (600hrs x \$150)	Utility Charges: \$700.00

**Oversight/Project Responsibility**

Phil Moya, Recreation Manager  
Chad Green – Recreation Supervisor, Casper Ice Arena

**Attachments**

Resolution & Lease Agreement



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereafter Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2021, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City or Lessor," and Casper Amateur Hockey Club, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation ("CAHC"), hereinafter referred to as "Lessee." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

### **RECITALS:**

- A. The City owns and operates the Casper Ice Arena, located at 1801 East 4<sup>th</sup> Street, Casper, Wyoming; and
- B. Lessee desires to enter into a non-exclusive lease of the Casper Ice Arena and to reach other accommodations with the City, and the City is willing to enter a non-exclusive lease to the Casper Amateur Hockey Club and to define associated obligations of the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

### **1. PREMISES:**

- A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Casper Ice Arena hereinafter referred to as the "Casper Ice Arena", "property", or "premises".
- B. The specific areas of the Casper Ice Arena that are leased to the Lessee include the following:
  - 1. The ice rink, lobby, locker rooms, restrooms, skybox, and bleachers at the times listed in Exhibit A to this Agreement.
  - 2. The CAHC office and storage area during Casper Ice Arena operating hours.
- C. The Lessee shall be permitted to provide a portable building (locker room), not to exceed 82 feet long by 20 feet wide, on the concrete pad located to the south of the exterior exit door nearest the southwest corner of the Ice Arena. Access from the Ice Arena to the portable building shall be from locker room #6. The Lessee will have access to the Arena from the portable building during scheduled game and practice times. The Lessee shall be solely responsible for the installation, set-up, removal and utilities for the portable building. The portable building must be in compliance with all City of Casper building codes and related ordinances. The Lessee will maintain the outside and inside of the facility to add value to the City property as set by City standard and codes.

D. The Casper Ice Arena is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the property in its present condition.

E. This Lease Agreement is nonexclusive.

**2. PURPOSE:**

The demised premises are leased to **Lessee** for the purpose of conducting ice hockey practice and game activities and or hockey tournaments. Such ice hockey activities and/or games and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

**3. TERM:**

The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first day of the month as indicated in the exercise of the option ("Commencement Date"). The Agreement shall automatically be extended for two (2) additional one (1) year extension terms ("Extension Terms").

The Extension Terms of this Agreement will be subject to the same terms and conditions herein.

**4. FEES:**

**Rental Fee:**

A. **Lessee** shall pay the following fees to the **Lessor** as rent for the leased premises. The fees will be payable monthly, by the 15<sup>th</sup> of each month, to the **Lessor** at its offices located at 1801 East 4<sup>th</sup> Street, Casper, Wyoming.

1. Practice and game times from each day's opening of the Casper Ice Arena until 1:30 pm on weekdays: As described in Exhibit A, attached hereto and by reference made part of this Agreement
2. Practice and game times from 1:30 pm through closing of the Casper Ice Arena and all hours on weekends: As described in Exhibit A.

B. If additional practice or game times are requested by CAHC and approved by the City, CAHC will pay the City the appropriate rate as described in subsection 4.A. Scheduling of additional practices or game times is subject to arena availability and other schedule commitments and solely at the discretion of the City.

C. Cancellations of scheduled practice and game times will be allowed. Rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled practice or game. Cancellations of scheduled weekend tournaments will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least fourteen (14) days prior to the scheduled weekend tournament. Furthermore, adjustments to rent may be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of CAHC which prevents advance notification to the City.

**5. ASSIGNMENT/SUBLEASING:**

- A. **Lessee** may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the **Lessor**. **Lessee** shall not allow another group or entity to use/share the rental space without written consent of the **Lessor**.

**6. CONCESSIONS / FOOD / RETAIL SALES (Determined by the City):**

- A. The **Lessee** will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena without prior written Casper Ice Arena management approval.
- B. It is recognized that the **Lessee** may, during the Agreement term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the **Lessee**. The **Lessee** must inform the **Lessor** of any plans for fundraising at City facilities.

**7. TAXES AND ASSESSMENTS:**

**Lessee** agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing.

**8. NON-DISCRIMINATION:**

The **Lessee** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

**9. SCHEDULING:**

- A. **Lessee** shall submit a master schedule to the Casper Ice Arena Supervisor for all ice hockey related activities. **Lessor** shall schedule any ice hockey and non-hockey activities based on the availability of the facility. A master schedule of all activities per facility is described in Exhibit A, attached hereto and by reference made part of this Agreement. Any use of the property that deviates from the master schedule is subject to availability of the facility and the discretion of the Parks and Recreation Director or his/her designee. Additional use is subject to fees set out in section A.
- B. For any special events or tournaments that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance.

**10. LAWS AND REGULATIONS:**

**Lessee** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Lessee** with respect to the real property and fixed assets. **Lessee** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

**11. INSURANCE, INDEMNIFICATION AND IMMUNITY:**

- A. Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.
- B. Lessee shall procure and maintain for the duration of the contract insurance against claims for the portable trailer.
- C. *Minimum Scope and Limit of Insurance.*

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
  - 2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
- D. *Property insurance* against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

- E. *Higher Limits:* If the Lessee maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. *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, officials, employees, 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage:*

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. *Notice of Cancellation:*

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

4. *Waiver of Subrogation:*

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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 acceptable to the City of Casper.

6. *Self-Insured Retentions:*

Self-insured retentions must be declared to and approved by the City. At the option of the City, either the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. *Verification of Coverage*

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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. *Special Risks or Circumstances*

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**12. USE OPERATIONS PLAN:**

The Lessee, prior to the execution of this Agreement, shall submit a Use Operations Plan to the Parks and Recreation Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months. The responsible organizational

contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities.

**13. ADVERTISING:**

- A. **Lessee** shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Lessee** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the City of advertising material shall not constitute a waiver of **Lessee** obligations concerning such violations or infringement. **Lessee** agrees to indemnify and hold the City harmless with respect to all claims without cost to the City.
- B. CAHC shall also have the right to place sponsor banners, at no charge to CAHC, within the Arena in the following designated area: south wall of the Arena from the ceiling to the top of the blue accent line. State Championship banners will be displayed on the east wall of the Arena above the locker room entrances within reason.
- C. The City will provide CAHC designated space at no charge to CAHC (between the blue lines towards the end-zone entry door on the east side) provided however that CAHC shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for installation, repair or removal of said advertising. All signage, including the attached plexi-glass facing, must be kept in good condition. Excessively worn plexi-glass will be removed/replaced by a similar quality of plexi-glass at the expense of CAHC.
- D. The **Lessor** agrees additional dasher board space may be retained by CAHC on an annual basis during the term of this Agreement at the rate of One Hundred Twenty Dollars (\$120) per dasher board (35-inch by 96-inch) section, or ten percent (10%) of advertising revenue, whichever is greater.
- E. **Lessee** will be responsible for the full payment of advertising fees in the Agreement term. In the event of **Lessee's** failure to pay **Lessor** within seven (7) days of the end of this Agreement, the **Lessee's** lease shall be considered a default by the **Lessee** of the terms and conditions of this Agreement. The terms of the advertising fee agreement, fee structure and term limit will be approved by the Parks and Recreation Department Director or designee.
- F. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Lessee** and shall remain the property of **Lessee**, and shall be subject to removal by **Lessee** at any time.

**14. RIGHT TO ENTRY:**

The **Lessor** reserves the right to enter the CAHC office and storage area the purposes of maintenance, public safety, and other general inspections. **Lessee** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections. The **Lessor** reserves the right to enter the rest of the premises at any time and conduct any and all of its operations at its sole discretion.

**15. MAINTENANCE:**

**Lessee** shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants. **Lessee** shall, at its sole cost and expense, make any repairs necessary to the the CAHC portable building for these purposes. **Lessee** shall also, at its sole cost and expense, make any repairs necessary to the premises caused by the negligent or willful conduct of the CAHC. The **Lessee** must receive consent of the **Lessor** prior to the scheduled repairs. **Lessor** shall, during the term of this Agreement, provide services commensurate with the lease fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment. The **Lessee** will report all repairs to the Recreation Supervisor (Ice Arena). The **Lessee** is liable for all damages that occur to the facility during this lease term. The **Lessor** will be responsible for normal upkeep of the facility and related maintenance.

**16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:**

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Director of Parks and Recreation or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. **Lessee** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Director of Parks and Recreation or its designated representative.

**17. UTILITIES:**

- A. **Lessee** shall pay to the **Lessor** the sum of One Hundred Dollars (\$100.00) per month for utility costs for the CAHC portable building. This fee will be submitted during months of September through March. The listed fees will be payable by the 15<sup>th</sup> of the month to the **Lessor** at its offices located at 1801 East 4<sup>th</sup> Street, Casper, Wyoming.

**18. DEFAULT:**

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Agreement by giving **Lessee** written

notice of such termination; or, in the event the **Lessee** fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**.

- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises and all permanent improvements therein made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises and all other permanent improvements therein made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

**19. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:**

**Lessee** shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

**20. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:**

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

**21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:**

**Lessee** shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Lessee** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Lessee** at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Lessee**. **Lessor** has the option to purchase all of the removable property that the **Lessee** has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

**22. OPERATIONS:**

**Lessee** shall have the right to solicit offerings and contributions from spectators and charge admission for **Lessee**-sponsored events. The details of its plan for same shall be submitted by the **Lessee** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Lessee**, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and

continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Lessee** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Lessor** following the close of each year as part of the Annual Operations Plan.

**23. NOTICE:**

Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division  
1801 East Fourth Street  
Casper, Wyoming 82601

Casper Amateur Hockey Club  
P.O. Box 2562  
Casper, WY 82602

**24. WAIVER:**

No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

**25. ENVIRONMENTAL COMPLIANCE:**

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Lessee** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the

property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Lessor** in writing, upon request, of all such precautions which have been taken.

**26. GOVERNING LAW:**

This Agreement shall be governed, interpreted, construed, and regulated by 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.

**27. MISCELLANEOUS COVENANTS:**

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

**28. TERMINATION OF LEASE AGREEMENT:**

The City or Casper Amateur Hockey Club may terminate this Agreement anytime by providing thirty (30) days written notice to City or Casper Amateur Hockey Club of intent to terminate said Agreement. Notwithstanding the above, the Casper Amateur Hockey Club shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Casper Amateur Hockey Club or any breach of the Agreement by Casper Amateur Hockey Club.

**29. WYOMING GOVERNMENTAL CLAIMS ACT:**

**The Lessor** 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 Lessor** specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**30. 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.

**31. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walter Trout W

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

LESSEE:

Casper Amateur Hockey Club  
P.O. Box 2562  
Casper, WY 82602

Phone:

307 315 0188

E-Mail:

clubcasperhockey@gmail.com

WITNESS:

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

Diane Berg  
By: Diane Berg

Title: Executive Director

**Lease Exhibit – CIA**  
**6/8/21**  
**CASPER AMATEUR HOCKEY CLUB**

**EXHIBIT A**  
**2021 – 2022**

Ice rentals before 1:30 pm on weekdays will be leased at Seventy-Five Dollars (\$75.00) per hour.

Ice rentals after 1:30 pm through closing of the Casper Ice Arena and all hours on the weekends will be leased at One Hundred Fifty Dollars (\$150.00) per hour.

**Regular Practice Times: September 1, 2021 – March 18, 2022**

<u>Days</u>	<u>Ice Time</u>	<u>User Type</u>
Mondays	4:15 – 5:15pm	Practice
	7:15 – 8:15pm	Practice
	8:15 – 9:15pm	Practice
	9:30 – 10:30pm	Practice
Tuesdays	4:15 – 5:45pm	Practice
	6:00 – 7:00pm	Practice
	7:00 – 8:00pm	Practice
	8:15 – 9:30pm	Practice
Wednesdays	6:45 – 8:00pm	Practice
	8:00 – 9:15pm	Practice
	9:30 – 11:00pm	Practice
Thursdays	4:15 – 5:45pm	Practice
	6:00 – 7:00pm	Practice
	7:00 – 8:00pm	Practice
	8:00 – 9:00pm	Practice
Fridays	5:45 – 7:15am	Practice
Saturdays	CAHC will schedule with Recreation Supervisor based on need and availability.	
Sundays	11:45 – 12:45pm	Practice
	5:45 – 6:45pm	Practice
	6:45 – 7:45pm	Practice

RESOLUTION NO.21-102

A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
WITH CASPER AMATEUR HOCKEY CLUB FOR USE OF THE  
CASPER ICE ARENA.

WHEREAS, the City is the owner of the Casper Ice Arena; and,

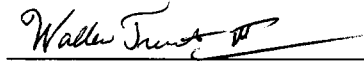
WHEREAS, Casper Amateur Hockey Club operates a Hockey program for youth,  
and desires to utilize City-owned facilities for said program.

WHEREAS, the City of Casper and the Casper Amateur Hockey Club have agreed  
to the terms and conditions of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to  
execute, and the City Clerk to attest, the Lease Agreement between the City of Casper and Casper  
Amateur Hockey Club for the use of the Casper Ice Arena.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 13, 2021

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

FROM: John Henley, City Attorney   
Heather Bender, Paralegal

SUBJECT: Release of Local Assessment District (LAD) liens

**Meeting Type & Date**

Regular Council Meeting  
July 20, 2021

**Action type**

Resolution

**Recommendation**

That Council, by Resolution, authorize the execution of five attached instruments, three titled "Release of Lien" with respect to 2025 Laramie Avenue, 2835 Bellaire Drive, and 1735 Fremont Avenue and two titled "Notice of Satisfaction of Agreement and Promissory Note" with respect to 2025 Laramie Avenue and 2835 Bellaire Drive.

**Summary**

Carol Ann King, property owner of 2025 Laramie Avenue and Michael D. Winn, property owner of 2835 Bellaire Drive, have made all payments required by the Agreement and Promissory Note entered into between the City of Casper and the property owners and staff is recommending the Council authorize, by resolution, a release of the Liens authorization for staff to release and record a Notice of Satisfaction of Agreement and Promissory Note with the Natrona County Clerk's Office.

Kyle and Erin Wass, property owners of 1735 Fremont Avenue, have paid their assessment in full by submitting one lump sum payment and did not enter into an agreement or note with the City. Staff is recommending City Council to authorize a release the Lien placed on the property upon the recordation of the Assessment Roll.

The above liens were a part of Fort Casper Reconstruction Phase II. At the August 20, 2020, Work Session, Council discussed recommendations provided by staff, and provided direction regarding the collection of LAD assessments and enforcement of LAD liens. The City Attorney's Office has been working on verifying addresses and contacting property owners by sending letters and billing statements by certified mail with follow-up by telephone and in person contacts. Financial Services has been updating the financial records and has been taking calls from property owners. Of the 38 accounts that remained in August of 2020, 21 accounts have been paid and closed out, 8 accounts (the property owner has entered into payment arrangements which requires monthly automatic bank account payments to the City), 5 (Accounts have been written off or compromised per staff recommendation due to insufficient information/records or

inability to collect), and 4 accounts/owners remain in default. Staff has continued to work towards resolving the remaining accounts.

**Financial Considerations**

\$4,410.66 recovered (Carol King)

\$6,094.32 recovered (Michael Winn)

\$2,621.38 recovered (Kyle and Erin Wass)

**Oversight/Project Responsibility**

John Henley, City Attorney

**Attachments**

Resolution and Exhibits

## RELEASE OF LIEN

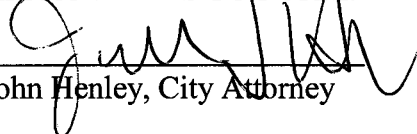
The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Carol Ann King located in Casper Wyoming, identified as follows:

LOT 463, WESTWOOD NO. 2, AN ADDITION  
TO THE CITY OF CASPER, NATRONA  
COUNTY, WYOMING

The real property is more commonly known as: 2025 Laramie Ave, Casper, Wyoming 82604.

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the 6<sup>th</sup> day of January, 2011, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:

  
John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,  
A Municipal Corporation

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

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

State of Wyoming     )  
                                  )  
County of Natrona    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

\_\_\_\_\_  
Notary Public



## NOTICE OF SATISFACTION OF AGREEMENT AND PROMISSORY NOTE

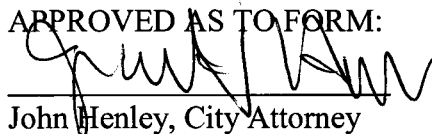
The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and Carol Ann King, entered into an Agreement and Promissory Note dated November 13, 2020, recorded with the Natrona County Clerk by a Notice of Agreement and Promissory Note on the 14<sup>th</sup> day of December 2020 as instrument No. 1094486 against the real property described as follows:

LOT 463, WESTWOOD NO. 2, AN ADDITION  
TO THE CITY OF CASPER, NATRONA  
COUNTY, WYOMING

The real property is more commonly known as: 2025 Laramie Ave, Casper, Wyoming 82604.

Carol Ann King has fully satisfied the indebtedness described in the Agreement and Promissory Note.

APPROVED AS TO FORM:

  
John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,  
A Municipal Corporation

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

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

State of Wyoming     )  
                                  )  
County of Natrona    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

\_\_\_\_\_  
Notary Public



## RELEASE OF LIEN

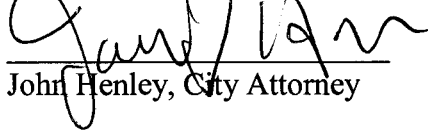
The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Michael D. Winn located in Casper Wyoming, identified as follows:

LOT 544, WESTWOOD NO. 2, AN ADDITION TO  
THE CITY OF CASPER, NATRONA COUNTY,  
WYOMING, AS PER PLAT RECORDED APRIL  
27, 1955, IN BOOK 156 OF DEEDS, PAGE 446.

The real property is commonly known as: 2835 Bellaire Drive, Casper, Wyoming 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6<sup>th</sup> day of January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:

  
John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,  
A Municipal Corporation

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

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

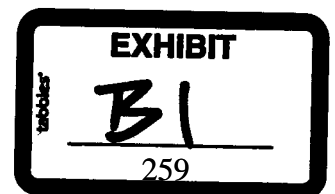
State of Wyoming     )  
                                  )  
County of Natrona    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

\_\_\_\_\_  
Notary Public



## NOTICE OF SATISFACTION OF AGREEMENT AND PROMISSORY NOTE


The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and Michael D. Winn, entered into an Agreement and Promissory Note dated December 8, 2020, recorded with the Natrona County Clerk by a Notice of Agreement and Promissory Note on the 19<sup>th</sup> day of February 2021 as instrument No. 1098182 against the real property described as follows:

LOT 544, WESTWOOD NO. 2, AN ADDITION TO  
THE CITY OF CASPER, NATRONA COUNTY,  
WYOMING, AS PER PLAT RECORDED APRIL  
27, 1955, IN BOOK 156 OF DEEDS, PAGE 446.

The real property is commonly known as: 2835 Bellaire Drive, Casper, Wyoming 82604

Michael D. Winn has fully satisfied the indebtedness described in the Agreement and Promissory Note.

APPROVED AS TO FORM:

  
John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,  
A Municipal Corporation

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

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

State of Wyoming     )  
                                  )  
County of Natrona    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

\_\_\_\_\_  
Notary Public



## RELEASE OF LIEN

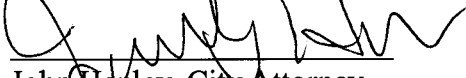
The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 156, which improved real property owned by Kyle R. Wass and Erin L. Wass located in Casper Wyoming, identified as follows:

LOT 305, "WESTWOOD NO. 2," AN ADDITION  
TO THE CITY OF CASPER, NATRONA  
COUNTY, WYOMING ACCORDING TO THE  
PLAT RECORDED APRIL 27, 1955 IN BOOK 156  
OF DEEDS, PAGE 446.

The real property is more commonly known as: 1735 Fremont Avenue, Casper, WY 82604

The Lien (Final Assessment Roll) recorded with the Natrona County Clerk as *Record No. 901815* on the *6<sup>th</sup>* day of *January, 2011*, has been paid and satisfied in full and in consideration of the payment, the City of Casper does hereby release the Lien. Please remove the Lien from the property identified above.

APPROVED AS TO FORM:

  
John Henley, City Attorney

ATTEST:

City of Casper, WYOMING,  
A Municipal Corporation

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

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

State of Wyoming     )  
                                  )  
County of Natrona    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Steven K. Freel, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

\_\_\_\_\_  
Notary Public



RESOLUTION NO. 21-103

A RESOLUTION AUTHORIZING THE RELEASE  
OF CERTAIN LOCAL ASSESSMENT DISTRICT  
(LAD) LIENS IN LAD 156.

WHEREAS, the City of Casper, Wyoming, completed LAD No. 156 which improved various properties, including 2025 Laramie Avenue, 2835 Bellaire Drive, 1735 Fremont Avenue (legal descriptions included in the attached Exhibits referenced herein); and,

WHEREAS, a Lien (Final Assessment Roll) was recorded with the Natrona County Clerk on January 6, 2011, against various properties, including 2025 Laramie Avenue, 2835 Bellaire Drive, and 1735 Fremont Avenue;

WHEREAS, the City of Casper, and property owner, Carol Ann King, of 2025 Laramie Avenue entered into an *Agreement and Promissory Note* which was recorded with the Natrona County Clerk by a *Notice of Agreement and Promissory Note as Instrument No. 1094486, on December 14, 2020*, with respect to *Instrument No. 901815 LAD Assessment Role for Fort Casper Reconstruction - Phase II, recorded on the 6<sup>th</sup> day of January 2011*. Ms. King has paid her assessment in full, and has made all payments required by the *Agreement and Promissory Note* satisfactorily, and the same should be released as indicated on the attached *Release of Lien and Notice of Satisfaction of Agreement and Promissory Note* respectively Exhibits A1 and A2, attached hereto and by reference made part of this Resolution;

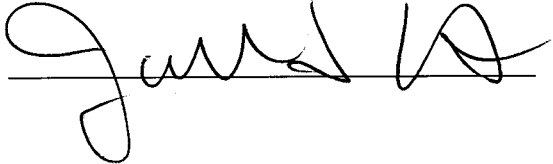
WHEREAS, the City of Casper, and property owner, Michael D. Winn, of 2835 Bellaire Drive entered into an *Agreement and Promissory Note* which was recorded with the Natrona County Clerk by a *Notice of Agreement and Promissory Note as Instrument No. 1098182, on February 19, 2021* with respect to *Instrument No. 901815 LAD Assessment Role for Fort Casper Reconstruction - Phase II, recorded on the 6<sup>th</sup> day of January 2011*. Mr. Winn has paid his assessment in full, and has made all payments required by the *Agreement and Promissory Note* satisfactorily, the same should be released as indicated on the attached *Release of Lien and Notice of Satisfaction of Agreement and Promissory Note* respectively Exhibits B1 and B2 attached hereto and by reference made part of this Resolution;

WHEREAS, Kyle R. Wass and Erin L. Wass have paid their lien in full with respect to *Instrument No. 901815 LAD Assessment Role for Fort Casper Reconstruction - Phase II, recorded on the 6<sup>th</sup> day of January 2011* as indicated on the attached *Release of Lien* Exhibit C1, attached hereto and by reference made part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest a *Release of Lien* and *Notice of Satisfaction of Agreement and Promissory Note*, Exhibits A1 and A2 with respect to 2025 Laramie Avenue and Exhibits B1 and B2 with respect to 2835 Bellaire Drive; and a *Release of Lien*, Exhibit C1 With respect to 1735 Fremont Avenue.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

July 7, 2021

MEMO TO: J. Carter Napier, City Manager *eb for JCN*  
FROM: Keith McPheeters, Police Chief *July 307*  
Steve Schulz, Police Captain  
SUBJECT: Approval of the Provider Agreement between Natrona County, Wyoming,  
The Natrona County Sheriff's Office (Provider) and the City of Casper for  
Juvenile Detention Services

**Meeting Type & Date**

Council meeting  
July 20, 2021

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve the provider agreement between Natrona County, Wyoming, The Natrona County Sheriff's Office, and the City of Casper Police Department for Juvenile Detention Services.

**Summary**

The approval of this agreement will allow the Casper Police Department to place juveniles in a safe and secure facility located at the Natrona County Regional Juvenile Detention Center.

The services of the Provider will commence upon July 1, 2021 and extend for twenty-four (24) months from that date.

The Provider will bill for juvenile detention services a flat rate of \$7500.00 billed monthly.

**Financial Considerations**

Funds for this service will come from the Prisoner Care line budgeted in the approved FY22 budget.

**Oversight/Project Responsibility**

Steve Schulz, Police Captain  
Bev Skovgard, Administrative Assistant II

**Attachments**

Provider agreement  
Resolution

**PROVIDER AGREEMENT**  
(Juvenile Detention Services)

This agreement (the "**Agreement**") is effective the 1st day of July, 2021, by and between Natrona County, Wyoming, acting by and through its Board of County Commissioners, together with the Natrona County Sheriff's Office (jointly referred to hereinafter as the "**Provider**"); and City of Casper, Wyoming, acting by and through its City Council, together with the City of Casper Police Department (jointly hereinafter the "**City**"). Together, the City and Provider may be referred to as the "**parties**."

**RECITALS**

WHEREAS, the City wants the Provider to provide juvenile detention services and sentencing options to Courts and Law Enforcement in the City, when space is available at the Natrona County Regional Juvenile Detention Center; and

WHEREAS, this function requires supervision, administration and coordination; and

WHEREAS, the Provider is ready, willing, and able to provide the professional services to the City as required by this Agreement; and

WHEREAS, the City desires to retain the Provider to perform such services; and

WHEREAS, Provider has contracted with Cornerstone Programs Corporation to operate the Natrona County Regional Juvenile Detention Center.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be bound, agree as follows:

**I. SCOPE OF SERVICES**

- A. Provider will operate a secure and safe Natrona County Regional Juvenile Detention Center ("**RJDC**") meeting the requirements of applicable Wyoming State standards for the detention of a population not to exceed the maximum number of juveniles allowed by the certifying authority; housing the following juveniles when space is available at the RJDC:
  - 1. Juveniles sentenced or held pursuant to the order of the court to serve a period of detention or held pending arraignment;
  - 2. Juveniles held awaiting transport to a State facility after sentencing by the

Court to serve a period of incarceration;

3. Juveniles placed under an agreement with other State, Federal or local governments; and
  4. Juveniles arrested for violations of state statute by any state law enforcement agency and/or municipal police officers.
- B. Provider will provide routine health care screenings at intake for juveniles at the RJDC. Provider reserves the right to refuse detainees who suffer from serious health conditions which cause a threat to the proper care of the detainee or an undue burden of care on the Provider. Provider provides on-site nursing services for sick calls, to facilitate medications, and for minor medical care not requiring a physician's attention. Provider will ensure that provisions are made for emergency services for each juvenile detainee, outside of the routine and non-emergency health care provided by Provider. Provider will not be financially responsible for the costs of any health care provided outside the facility including, but not limited to clinic visits, doctor visits, prescriptions, emergency room or hospitalization etc., unless incurred as a result of Provider's actions or inactions.
- C. The Provider will prepare a detailed accounting of medical expenses of the juvenile who received medical services. The City agrees to reimburse the Provider for any medical expenses for juveniles placed by the City and paid by the Provider that were not incurred as a result of the Provider's actions or inactions. City is responsible for prescription drugs and other prescribed medical equipment and care for juveniles placed by the City at the RJDC. For specialized medical appointments within Natrona County, Provider's secured transport division will provide transportation. Specialized medical appointments outside of Natrona County will be facilitated by Provider's secured transport division at a cost to the City at the current federal GSA per diem rate in effect at the time of such transport.
- D. Provider will provide for education, recreation and counseling programs for each juvenile to include the following:
1. Educational instruction will be conducted by the Natrona County School District and will meet applicable Wyoming State educational standards, for the minimum amount of weekly classroom time required by the Wyoming Department of Education. Any reimbursement received by Provider from the Department of Education for these services shall not reduce the monthly rate of the City as provided for herein.
  2. Weekly counseling programs shall include basic life skills groups, substance abuse education and relapse prevention, and vocational, elective and cognitive skills programming.
  3. A minimum of one hour per day of structured recreational programming.

E. The Provider shall have a procedure for systematically assessing each juvenile for individual criminal risks, criminogenic needs, suicidal tendencies, and responsiveness to various intervention strategies. The Provider shall use the assessment protocol to determine housing classification, group activities, counseling programs, treatment recommendations and compatibility with other juveniles.

1. No juvenile shall come into any contact with an adult inmate while at the facility. No juveniles shall be housed in a detention area allowing sight or sound access to adult inmates.
2. Provider shall comply with Wyoming state and federal requirements regarding juvenile detention.
3. The City will have full access to operational records specific to those juveniles detained for the City and may conduct reviews of use-of-force and criminal incidents related to those juveniles.

## **II. PLACE OF PERFORMANCE**

The services of the Provider will be rendered at the **RJDC** in Casper, Wyoming.

## **III. TERM OF AGREEMENT**

The services of the Provider will commence upon July 1, 2021 and extend for twenty-four (24) months from that date.

## **IV. COMPENSATION**

- A. In consideration of the performance of services rendered under this Agreement, the Provider shall be compensated for services performed in accordance herewith in the amount of \$7500.00 per month, plus any additional expenses provided in this Agreement, including but not limited to, medical expenses and transportation costs. The City shall be responsible for such additional expenses only for juveniles placed in the facility by order of the City of Casper Municipal Court.
- B. The City's financial responsibility for juvenile detention services shall be limited to the amount specified in Section (IV)(A) of this Agreement, except as otherwise provided herein. The Provider will identify the arresting agency in its records and billing statement.

## **V. METHOD OF PAYMENT**

Payment will be made in the following manner. Upon receipt of a voucher for payment from the Provider specifying that the Provider has performed the services in conformance with the Agreement, the City shall promptly remit payment to Provider. Payments for invoices will be made by the City within forty-five (45) days of receipt.

## **VI. INSURANCE AND INDEMNIFICATION**

A. **Prior to the commencement of work, the Provider shall require** Cornerstone Programs Corporation ("**Cornerstone**") or any subsequent entity who operates the RJDC during the term of this Agreement, to procure and maintain insurance protecting the Provider and the City 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 Cornerstone, its subcontractors, agents, representatives, or employees, all as further described below.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): CGL on an "occurrence" basis, protecting the Provider and City against property damage, bodily injury and death, with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Three Million Dollars (\$3,000,000) for all claims arising out of a single transaction or occurrence.
2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

C. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City and Provider, are to be covered as additional insureds on the CGL with respect to liability arising out of work or operations performed by or on behalf of Cornerstone.

2. *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 Provider or City. Such notice to the City and the Provider shall be provided in a commercially reasonable time.

## **VII. GENERAL TERMS AND CONDITIONS**

A. **Termination of Agreement.**

1. The City or Provider may terminate this Agreement by providing thirty (30) days written notice to the other party of intent to terminate this Agreement. Notice of violation of the terms of the Agreement shall be given in writing to the other party. Loss of any accreditation referenced herein may, at the option of the City, result in immediate termination.

2. If termination occurs, all finished or unfinished documents, data, studies and reports (together, "the documents") regarding juveniles placed under this Agreement shall, at the option of the City, become its property, and the Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- B. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement shall be in writing and signed and dated by all parties to be effective. There shall be no increase in the amount of Provider's compensation unless approved by Resolution adopted by the City.
- C. **Assignment.** Neither party shall assign or otherwise transfer any right or delegate any responsibility of this Agreement without prior written consent of the other party.
- D. **Findings Confidential.** All reports, information, data, studies, surveys, juvenile information or other intelligence or communications of whatever sort, kept in any medium, given to, prepared by, assembled by or otherwise in the possession of the Provider or the City under this Agreement, shall be deemed confidential and shall not be made available to any third party by the Provider or by the City without the order of a Court of competent jurisdiction, or the written consent of the parties hereto.
- E. **Governing Law and Venue.** This Agreement has been executed by the parties to be effective the day and year first above written and shall be governed by the laws of the State of Wyoming. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Agreement.
- F. **Intent.** The City and Provider each represent that they have read and agree to the terms of this Agreement and further agree that it is the intent of the parties hereto that Provider shall perform all of the services to be provided hereunder for the compensation set forth herein. Provider agrees that it has made a careful examination of the services to be rendered hereunder, and that the agreed compensation set forth herein above is adequate for all the services to be rendered under the terms of this Agreement.
- G. **Wyoming Governmental Claims Act.** The parties do not waive or limit any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the parties specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only

to assist the parties in determining and performing their obligations under this Agreement.

- I. **Extent of Agreement.** This Agreement represents the entire integrated agreement between the City and the Provider, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Provider.
- J. **Audit.** The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Provider, which are pertinent to this Agreement. The Provider shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Provider which are pertinent to this Agreement. The Provider shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.
- K. **Equal Employment Opportunity.** In carrying out the program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Provider 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 Provider 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 Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- L. **Personnel.** The Provider represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City. All of the services required shall be performed by the Provider, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Provider shall be employed in conformity with applicable local, state or federal laws.

[Signature Pages Follow]

**NATRONA COUNTY SIGNATURE PAGE**

**NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

Approved as to form:

\_\_\_\_\_  
Eric Nelson, Natrona County Attorney

Attest:

\_\_\_\_\_  
Paul Bertoglio, Chairman

\_\_\_\_\_  
Tracy Good, Natrona County Clerk

**NATRONA COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
John Harlin, Undersheriff

**CITY OF CASPER SIGNATURE PAGE**

Approved as to form:



\_\_\_\_\_  
Wallace Trembath  
Deputy City Attorney

**CITY OF CASPER CITY COUNCIL**

Attest:

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

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

**CITY OF CASPER POLICE DEPARTMENT**

\_\_\_\_\_  
Keith McPheeters, Chief of Police

RESOLUTION NO.21-104

A RESOLUTION AUTHORIZING THE PROVIDER AGREEMENT BETWEEN NATRONA COUNTY, WYOMING, THE NATRONA COUNTY SHERIFFS OFFICE AND THE CITY OF CASPER FOR JUVENILE DETENTION SERVICES.

WHEREAS, the City of Casper is entering into a Provider agreement with Natrona County Wyoming, and the Natrona County Sheriff's Office, jointly referred to hereinafter as the "Provider", to provide juvenile detention services and sentencing options; and,

WHEREAS, this function requires supervision, administration and coordination of juveniles; and,

WHEREAS, the City of Casper desires to contract with the Provider to provide such services; and,

WHEREAS, the Provider is ready, willing, and able to provide the professional services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, That the Mayor is hereby authorized to execute and the City Clerk to attest the Provider Agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2021.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 7, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a resolution approving a vacation and replat creating Glendale Addition No. 2

Meeting Type & Date:

Regular Council Meeting, July 20, 2021

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating Glendale Addition No. 2

Summary:

Grant Marsh has applied for a vacation and replat creating the Glendale Addition No. 2. The subject property is currently platted as three (3) lots totaling approximately 14,995 square feet, and is occupied by two (2) multifamily residential structures. The proposed subdivision will consolidate the three (3) lots into two (2) lots (Lot 32 and Lot 33), each approximately 7,500 square feet in size. The properties are zoned R-3 (One to Four Unit Residential), and the minimum lot size required for a four (4) unit multifamily structure is 6,000 square feet.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on June 17, 2021. No public comments were submitted; and there were no recommended conditions of approval.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner – Community Development Department

Attachments:

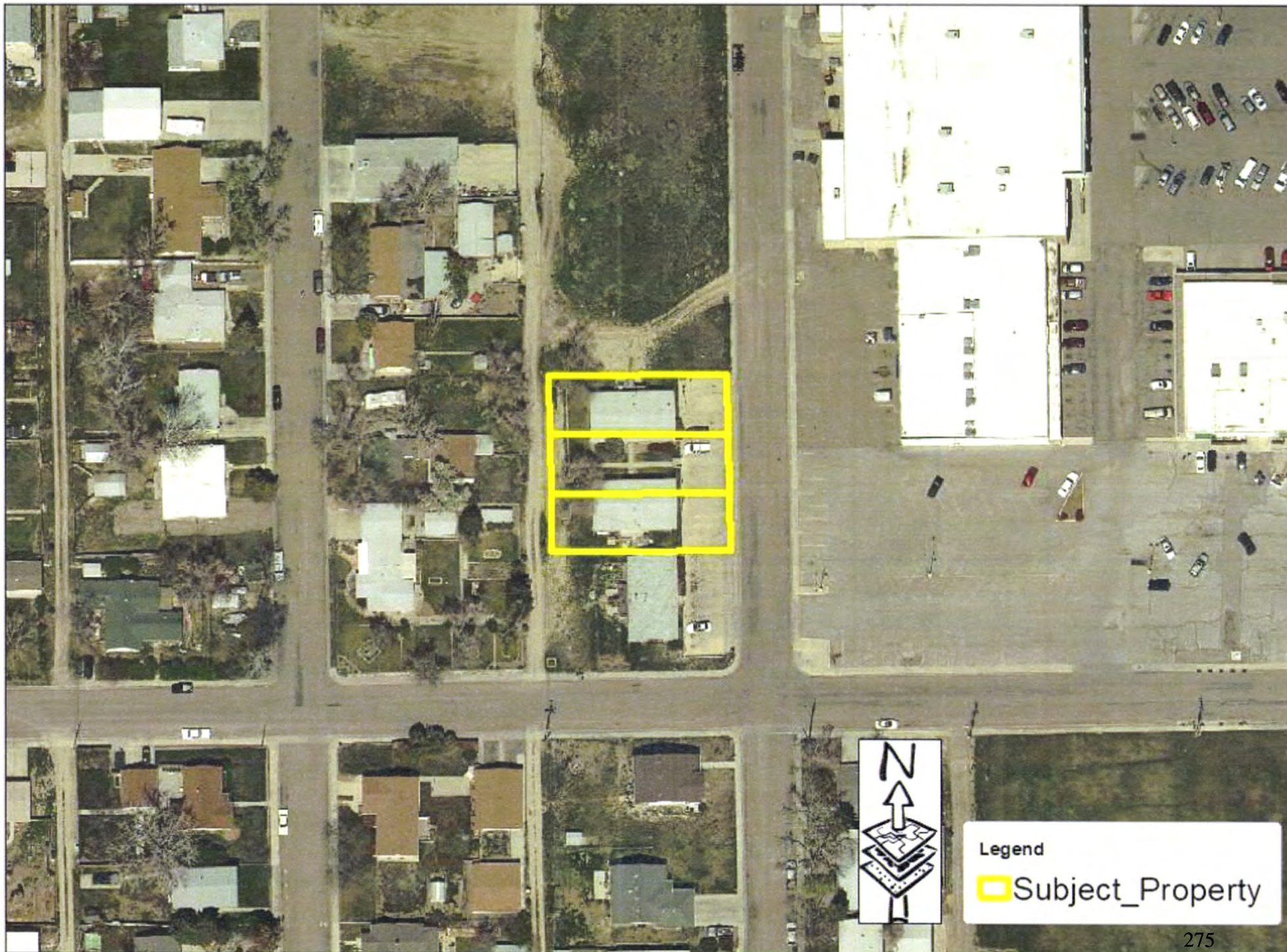
Resolution

Vicinity Map/Aerial

Plat

Subdivision Agreement

# Proposed Glendale Addition No. 2





## **GLENDALE ADDITION NO. 2 SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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. Grant Marsh, PO Box 1213, Casper, Wyoming 82602 ("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 Lots 18, 19 and 20, Block 1, Glendale Addition, to create Glendale Addition No. 2.
- C. A plat of Glendale 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:

Grant Marsh  
PO Box 1213  
Casper, Wyoming 82602

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

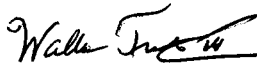
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this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



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

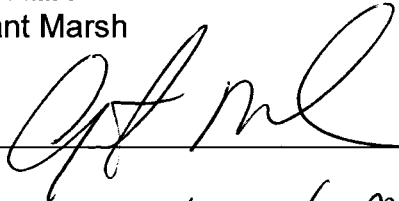
WITNESS:

By: 

Printed Name: DAN ELSTON

Title: BUILDING OFFICIAL

OWNER  
Grant Marsh

By: 

Printed Name: Grant Marsh

Title: OWNER

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

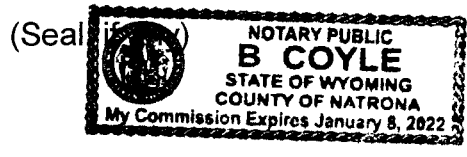
\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2021, by Grant Marsh, as the Owner of Lots 18, 19 and 20, Block 1, Glendale Addition.



B Coyle  
(Signature of notarial officer)  
Notary Public  
Title (and Rank)

[My Commission Expires: Jan 8, 2022

RESOLUTION NO. 21-105

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 18, 19 AND 20, BLOCK 1, GLENDALE ADDITION, TO CREATE GLENDALE ADDITION NO. 2; AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 18, 19 and 20, Block 1, Glendale Addition, to create Glendale Addition No. 2, located at 1302 and 1308 South Lowell Street; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion, after a public hearing on June 17, 2021, recommending that the City Council approve said vacation and replat; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and Grant Marsh, owner of the subject property.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:






ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

July 6, 2021

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Liz Becher, Community Development Director   
Dan Coryell, Fleet Manager   
**SUBJECT:** Authorize the Contract for Professional Services with Wyoming Signs, LLC  
to wrap up to twenty-three (23) transit buses in an amount not to exceed  
\$149,150

Meeting Type & Date:

Regular Council Meeting, July 20, 2021.

Action type:

Resolution

Recommendation:

That Council, by resolution, approve the Contract between the City of Casper and Wyoming Signs, LLC to wrap up to twenty-three (23) transit buses in an amount not to exceed One Hundred Forty-Nine Thousand One Hundred Fifty Dollars (\$149,150).

Summary:

On May 25, 2021, the City of Casper Fleet Division publicly advertised a Request for Bids (RFB) for wrapping the transit bus fleet with the City's new brands. The RFB was advertised in the newspaper and was placed on the City website. Responses were due June 18, 2021. Four (4) bids were received. Wyoming Signs bid was found to be fair and reasonable. They were also the lowest responsive and responsible bidder. The wrapping of the transit fleet is necessary as the City has brought the Casper Area Transit Services in-house and the fixed route service is being re-branded as LINK and the door-to-door service is being re-branded as ASSIST. The wrapping is also a preventive maintenance measure to protect and extend the life of the buses.

Financial Considerations:

Funding for this project comes from American Rescue Plan Act funding through the Federal Transit Administration (FTA). The City will be reimbursed 100% of the cost of the project.

Oversight/Project Responsibility:

Liz Becher, Community Development Director  
Dan Coryell, Fleet Manager

Attachments:

Resolution, Contract for Professional Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, 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. Wyoming Signs, LLC, 172 Progress Circle, P.O. Box 785, Mills, Wyoming 82644, ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to provide removal of current decals on the transit bus fleet and to also supply and install new vinyl bus wraps on up to twenty-three (23) transit buses.
- B. The project requires professional services for the project.
- 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:

- A. Contractor shall use 3M or approved "Premium" all cut vinyl graphics for twenty-three (23) buses. If design is to be attached to any windows, contractor shall provide 3M perforated window film to allow riders to see through the windows. See Exhibit A for graphic design.
- B. All decals, wraps, and stickers on the buses are to be removed fully before installation of new wraps.

- C. Depending on the method used to apply the printed graphics (Solvent, UV or Pieza Ink, etc.), the Contractor is to use the most suitable material. All substitutions/equivalents must be approved by Community Development Director.
- D. Wraps shall be trimmed to fit around all obstructions, like wheel wells, doors, windows, etc.
- E. Exterior surfaces shall be properly cleaned and prepared as appropriate for the type of wrap used, prior to application of wrap material to assure a proper bond.
- F. Approval and acceptance of all work performed and/or material received under this award shall be made by the City of Casper Community Development Director.
- G. The Contractor shall use industry accepted best practices and adhere to all the industry standards.
- H. The Contractor shall open all doors and windows both before and after the film has been installed. After installing graphics, the Contractor shall ensure that all window/doors and emergency exits function properly.
- I. A kick-off meeting between the City of Casper and the Contractor shall be held once the contract is awarded to identify the schedule for the project.
- J. Once the Contractor takes possession of the City of Casper buses, the Contractor shall store such vehicle in a secure area. Contractor shall not only ensure the security of the vehicle(s), but also the security of all communications and specialty equipment(if applicable) contained on and/or within the vehicles and shall be responsible for any damages or theft, if any, while in the custody of the Contractor.
- K. All wrap installations must be completed by November 30, 2021.
- L. All wraps shall be provided and installed in accordance with the Scope of Work section of the Request for Bids (RFB) issued by the City of Casper Fleet Maintenance Division, titled Graphic Wraps for Casper Area Transit Fleet, Project ID FTA 21-03, issued on May 26, 2021.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of November 30, 2021.

3. COMPENSATION:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is

received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602. 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 One Hundred Forty-Nine Thousand One Hundred Fifty Dollars (\$149,150.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the 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 and PART III FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

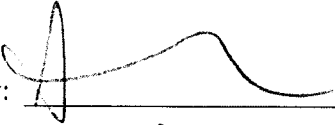
CITY OF CASPER, WYOMING  
A Municipal Corporation

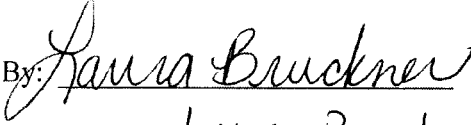
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

WITNESS

CONTRACTOR  
Wyoming Signs, LLC

By:   
Printed Name: Ashley Baker  
Title: Office Assistant

By:   
Printed Name: Laura Bruckner  
Title: Office Manager

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

16. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

**PART III**  
**FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES**

**REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

**1. ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**2. BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide 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 was amended by Section 3011 of the FAST Act (Pub. L. 114-94).

**3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

#### **4. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

#### **5. CIVIL RIGHTS LAWS AND REGULATIONS**

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**a. Nondiscrimination.** In accordance with federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**b. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

A DBE participation goal has not been established for this procurement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

## **7. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

## **9. LOBBYING RESTRICTIONS**

No federal funds under this Contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

## **10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition

to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

## **12. TERMINATION**

- a. The City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- c. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.
- d. The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions
- e. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor.

Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- f. If this Contract is terminated while the Contractor has possession of the City's goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.
- g. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

### **13. VIOLATION AND BREACH OF CONTRACT**

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

1. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.

2. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the federal share to the Federal Government.

Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

3. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

4. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

### **14. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they 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 contract.

## **15. INCORPORATION OF FTA TERMS**

Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

## **16. ADA ACCESS**

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

## **17. PROMPT PAYMENT**

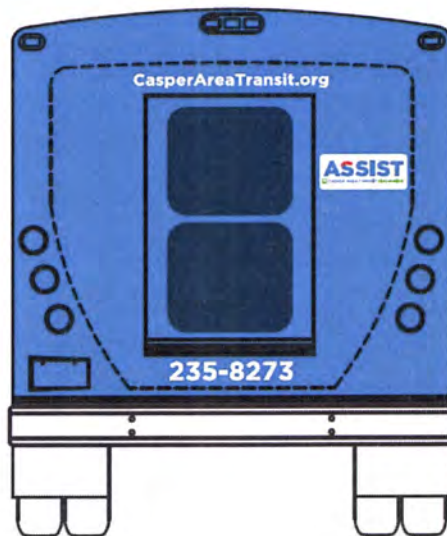
The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the Contractor's receipt of payment of retainage from the City. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the City. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed.

## Exhibit A

### Graphics for ASSIST Vehicles



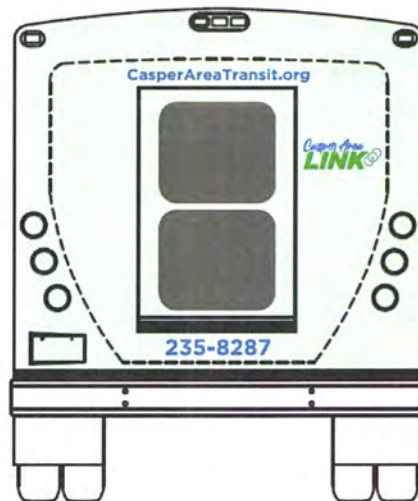
Graphics for ASSIST Vehicles continued



## Graphics for LINK Vehicles



## Graphics for LINK Vehicles continued



RESOLUTION NO. 21-106

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR WYOMING SIGNS, LLC TO WRAP UP TO TWENTY-THREE TRANSIT BUSES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$149,150).

WHEREAS, the City of Casper receives federal award dollars for the maintenance and operation of the Casper Area Transit fleet for the City of Casper and the urbanized area; and,

WHEREAS, the City released an invitation for bid to provide the removal of current decals on the transit bus fleet and to also supply and install new vinyl wraps on up to twenty-three (23) transit buses on May 25, 2021, and Wyoming Signs, LLC was the lowest bidder of this procurement: and,

WHEREAS, Wyoming Signs, LLC has been found to be responsible and a responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and Wyoming Signs, LLC, in an amount not to exceed One Hundred Forty-Nine Thousand One Hundred Fifty Dollars (\$149,150).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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