

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, May 18, 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. Public input via email is encouraged: CouncilComments@casperwy.gov.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 4, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 12, 2021

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

4. CONSIDERATION OF MINUTES OF THE MAY 4, 2021 EXECUTIVE SESSION – LAND, LITIGATION AND PERSONNEL
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
 - A. From Persons Present
7. PUBLIC HEARING
 - A. Ordinance
 1. **Zone Change** of Proposed **Lot 3, Methodist Church Addition MBA** (Currently Described as a Portion of Lot 1, Methodist Church Addition) from R-1 (Residential Estate) to C-2 (General Business).
8. THIRD READING ORDINANCE AND RESOLUTION
 - A. **Parking Regulations and Restrictions** – Chapter 10.36.
 1. Resolution
 - a. Communications from Persons Present
 2. Ordinance
 - a. Communications from Persons Present
9. SECOND READING ORDINANCES
 - A. **Replat Creating Harmony Hills Addition No. 3.**
 1. Communications from Persons Present
 - B. **Replat Creating Kensington Heights Addition No. 3.**
 1. Communications from Persons Present
10. FIRST READING ORDINANCE
 - A. Granting a **Franchise** to Clarity Telecom, LLC, for the Construction and Operation of a **Cable System.**
 1. Communications from Persons Present

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11. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement between the City of Casper and **Casper Youth Baseball** for Use of **Washington Park Ballfield**.
2. Authorizing a Lease Agreement between the City of Casper and **Casper Baseball Club** for Use of the **Crossroads 4 Baseball Field**.
3. Authorizing a Lease Agreement between the City of Casper and the **Casper Softball Association** for Use of the **13th and Sycamore Ballfields**.
4. Authorizing a Memorandum of Understanding with the **Wyoming Department of Transportation** for **Traffic Control Box Public Art**.
5. Approving a Vacation and Replat Creating **The Nolan Addition**.
6. Authorize a Contract for Professional Services with **HDR Engineering, Inc.**, for the **Casper Rail Trail Extension Plan**, in an Amount not to Exceed \$59,943.74.
7. Authorizing a Contract for Professional Services with **Golder Associates, Inc.**, in the Amount of \$51,290, for the **Solid Waste Planning Service Project**.
8. Authorizing a Contract for **Outside-City Sewer Service** with **J & T Properties LLC**.
9. Authorizing an Agreement with the **Natrona County Conservation District** in the Amount of \$40,000.
10. Authorizing a Contract for Professional Services with **Spare Labs, Inc.**, in the Amount of \$34,750, for One Year of **Hosted Transit Management Software Services**.
11. Authorizing the **2021-2023 Council Goals**.

12. MINUTE ACTION

A. Consent

1. Authorizing the Issuance of a **Taxicab Company License** to Michael Donahue, d/b/a **Eagle Cab**, Located at 2804 Coulter Drive.

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

14. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, June 1, 2021– Council Chambers

6:00 p.m. Tuesday, June 15, 2021 – Council Chambers

Work sessions

4:30 p.m. Wednesday, May 19, 2021 – Budget Session - Council Meeting Room

4:30 p.m. Tuesday, May 25, 2021– Council Meeting Room

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 4, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 4, 2021. Present: Councilmembers Cathey, Gamroth, Johnson, Knell, Lutz, Pacheco, Pollock and Mayor Freel. Absent: Councilmember Engebretsen.

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

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the April 20, 2021, regular Council meeting, as published in the Casper-Star Tribune on April 29, 2021. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Knell, seconded by Councilmember Pollock, to, by minute action, approve the minutes of the April 20, 2021, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Lutz, seconded by Councilmember Pollock, to, by minute action, approve payment of the May 4, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 05/04/21		
307Cls	Services	769.87
71Cst	Services	1,121.14
Awallace	Services	200.00
AMBI	Services	421.04
ActPkg	Goods	1,920.48
Adecco	Services	1,629.60
Airgas	Services	1,212.53
AllncCnslt	Services	1,066.08
AllncElec	Services	30,269.25
AllntIns	Services	100.00
Alsco	Services	796.33
AmriTec	Services	10,620.20
Amrigs	Goods	1,167.71
ApxShtMet	Services	2,085.00
AtlasOff	Goods	4,787.93
AceHrdw	Goods	156.80

BCrtveDsgn	Services	200.00
BrgnEllngsn	Goods	7,208.72
BlkHillsEnergy	Utilities	44,734.83
BlkmnPrpn	Goods	957.40
Bloedorn	Goods	25.52
BobcatofCspr	Goods	814.82
BrntgPcfc	Goods	20,358.80
Carus	Goods	14,364.00
Csprbldg	Services	14,643.00
CsprTire	Services	225.00
Cntrylink	Services	85.28
CH2MHill	Services	11,738.02
ChrtrComm	Services	69.55
CtyofCspr	Services	72,200.71
CMITeco	Goods	113,158.89
CommTec	Services	14,508.78
Comtrnx	Services	119.76
Cnvrgn	Services	493.64
Core&Main	Services	2,665.60
CvlEng	Services	562.50
DckrAuto	Goods	1,575.42
Dell	Goods	272.28
DmndVglPts	Goods	26.99
DnnsSup	Goods	11.91
DPCInd	Goods	7,133.18
Eldean	Services	4,298.85
FHiday	Goods	605.85
EnrgyLabs	Services	5,017.00
ExpSrv	Services	202.56
Galls	Goods	2,099.08
GeosyntcCnslt	Services	7,218.13
GlblSpec	Services	82,909.91
GldrAssoc	Services	17,110.75
Gnnrs	Goods	798.00
HDREng	Services	4,295.00
Hrcles	Goods	731.08
HillHse	Services	286.17
HiTekComm	Services	225.00
HLP	Services	2,880.00
Homax	Goods	64,491.09
HonnEq	Services	3,729.51
HseRbr	Goods	14.67
HP	Goods	34,061.16
InbrgMllr	Services	713.50
Jhalferty	Services	200.00

Jthompson	Reimb	300.00
KHazelton	Reimb	100.00
KLevesque	Goods	102.80
KnfRvr	Services	5,274.15
Kubwtr	Goods	5,618.85
KVDvsCncl	Services	500.00
LmbrRfng	Services	1,000.00
LisasSpicSpan	Services	2,230.00
LbrctnEng	Services	6,518.10
MBratvold	Reimb	36.74
MchlsFnc	Goods	282.59
MnsnJntrl	Services	6,988.30
MooreAssoc	Services	18,213.70
MtnWstPhne	Services	500.00
Nleck	Services	200.00
NtvEng	Services	8,364.61
NatlAllnce	Services	382.59
NCSO	Services	98,626.56
NCDC	Services	120.00
Norco	Goods	122.48
NWCntrs	Goods	1,108.86
OneCall	Services	105.75
OvrhdDoor	Services	17,689.17
PcfcHide	Goods	149.74
PeakGeo	Services	1,500.00
Pipelgx	Services	2,500.00
PstlProsSW	Services	11,479.05
ProTkAuto	Reimb	4,628.02
RckyMtnAir	Goods	4,531.86
RckyMtnPwr	Utilities	166,106.97
RootrSwr	Services	436.05
SftyKln	Goods	940.00
SMahoney	Goods	135.69
ShrwnWllms	Goods	79.19
SftDr	Services	90.20
SRaphial	Reimb	39.84
SWI	Services	160.00
Tgollnick	Reimb	100.00
Thtchr	Goods	9,432.42
TopOffc	Goods	69.14
TrnsCnclg	Goods	125.00
TriStOil	Services	361.50
TriStTrk	Rental	1,375.00
Trihydro	Services	2,397.75
TylerTech	Services	4,860.00

Unfrms2Gear	Goods	128.83
Vrzn	Services	1,308.11
VRC	Services	157.50
WynColemn	Services	13,995.00
WWCEng	Services	3,542.00
WLCEng	Services	3,839.75
WYDot	Services	151.38
WYMchnry	Services	916.66
WYSteel	Services	1,300.00
WYStateAudtrs	Services	14,713.06
Xerox	Goods	38.96
Total		1,044,339.79

6. BRIGHT SPOT – YOUTH EMPOWERMENT COUNCIL

Youth Empowerment Council (YEC) members Brooke Harmon, Elora Umbach, and Hailey Hixson spoke about YEC programs and events. Vice Mayor Pacheco introduced the new YEC facilitator, Justine Martin, and spoke about funding issues for the program.

7. COMMUNICATIONS FROM PERSONS PRESENT

Dennis Steensland, 533 S. Washington, spoke in opposition to parking on the parkway and asked if the former Plains Furniture property is being developed. Councilmembers Lutz and Garmroth, as well as City Manager Napier provided an update on the development of the area in question.

8. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action: establish May 18, 2021, as the public hearing date for the consideration of the Zone Change of proposed Lot 3, Methodist Church Addition MBA (Currently Described as a Portion of Lot 1, Methodist Church Addition) from R-1 (Residential Estate) to C-2 (General Business). Motion passed.

9.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation and replat creating Harmony Hills Addition No. 3.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated April 21, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 22, 2021. City Manager Napier provided a brief report.

Speaking in support was Bill Fehringer, Civil Engineering Professionals, Inc. (CEPI).

There being no others to speak for or against the issues involving Harmony Hills Addition No. 3, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 12-21
AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING HARMONY HILLS ADDITION NO. 3
AND APPROVING THE SUBDIVISION RATIFICATION
AGREEMENT.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Knell. Mayor Freel abstained. Motion passed.

9.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation and replat creating the Kensington Heights Addition No. 3.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated April 21, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 22, 2021. City Manager Napier provided a brief report.

Speaking in support was Bill Fehringer, CEPI.

There being no others to speak for or against the issues involving the Kensington Heights Addition No. 3, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 13-21
AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING THE KENSINGTON HEIGHTS
ADDITION NO. 3 SUBDIVISION.

Councilmember Gamroth presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Mayor Freel abstained. Motion passed.

9.B PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 40 to Yang and Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated April 21, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated April 27, 2021; an affidavit of website publication, as published on the City of Casper website, dated April 22, 2021; an affidavit of notice of conspicuous posting, as posted at 845 E. 2nd dated April 22, 2021; and the liquor license application filed April 2, 2021. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 40, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Gamroth, to, by minute action, authorize the issuance of Restaurant Liquor License No. 40. Councilmember Pollock abstained. Motion passed.

10. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 11-21
AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 10.36 – PARKING, OF THE CASPER MUNICIPAL
CODE.

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

No citizens addressed Council.

Moved by Vice Mayor Pacheco to amend Section 10.36.010 Delegation of Authority by adding Resolution No. 21-56, and correcting a typographical error on line six. Seconded by Councilmember Johnson. Motion to amend passed.

Moved by Vice Mayor Pacheco to amend Section 10.36.020 Subsection A.8, substituting the reference of “city engineer” with “public services director”. Seconded by Councilmember Johnson. Motion to amend passed.

Councilmember Knell spoke on the subject.

Council voted on the ordinance, on second reading, as amended. Motion passed.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-57
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES,
INC. FOR THE CASPER REGIONAL LANDFILL CELL 1
CLOSURE AND CELL 5 BUILD, PROJECT NO. 21-012.

RESOLUTION NO. 21-58
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
TRETTO CONSTRUCTION, LLC, FOR THE COATES ROAD
LOCAL ASSESSMENT DISTRICT NO. 158, PROJECT NO. 20-
037.

RESOLUTION NO. 21-59
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
CROWN CONSTRUCTION, LLC, FOR THE DAVID STREET
ALLEY SEWER REPLACEMENT, PROJECT NO. 20-020.

RESOLUTION NO. 21-60

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP INC., DBA KNIFE RIVER, FOR THE MORAD PARK TO WALMART TRAIL, PROJECT NO. 18-050.

RESOLUTION NO. 21-61

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

RESOLUTION NO. 21-62

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND TOOLE DESIGN FOR THE CASPER AREA BICYCLE AND PEDESTRIAN PLAN UPDATE.

RESOLUTION NO. 21-63

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND WWC ENGINEERING FOR THE ROBERTSON ROAD TO MILLS TRAIL EXTENSION PLAN IN AN AMOUNT OF \$65,000.

RESOLUTION NO. 21-64

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND WESTERN RESEARCH AND DEVELOPMENT, LTD., FOR THE EVANSVILLE TRAIL LINKAGE STUDY.

RESOLUTION NO. 21-65

A RESOLUTION DOCUMENT THE CITY OF CASPER'S IMPLEMENTATION OF THE PROVISIONS OF SECTION 414(H)(2) OF THE INTERNAL REVENUE CODE, REGARDING EMPLOYER PICK-UP OF EMPLOYEE RETIREMENT CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM.

RESOLUTION NO. 21-66

A RESOLUTION DOCUMENT THE CITY OF CASPER'S IMPLEMENTATION OF THE PROVISIONS OF SECTION 414(h)(2) OF THE INTERNAL REVENUE CODE, REGARDING EMPLOYER PICK-UP OF EMPLOYEE RETIREMENT CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM.

Councilmember Johnson presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Pollock. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings they attended and upcoming events.

13. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 11, 2021, in the Council Meeting Room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 18, 2021, in the Council Chambers. Council will also hold budget work sessions on May 17, 2021 and May 19, 2021 at 4:30 p.m. in the Council Meeting Room.

At 6:48 p.m., it was moved Councilmember Knell, seconded by Councilmember Gamroth, to adjourn into executive session to discuss land, litigation and personnel. Motion passed. Council moved into the Council meeting room.

At 8:49 p.m., it was moved by Councilmember Knell, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed. Council returned to the Council Chambers.

14. ADJOURNMENT

At 8:49 p.m., it was moved by Councilmember Cathey, 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 May 18, 2021

4IMPRINT

4IMPRINT	Police Administration	ALL OTHER DIRECT MARKETERS	\$1,372.58
<i>4IMPRINT - Total For Police Administration</i>			<i>\$1,372.58</i>
4IMPRINT - ALL DEPARTMENTS			\$1,372.58

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Engineering	Postage/mailing service	\$14.74
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$14.74</i>
A.M.B.I. & SHIPPING,	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$159.01
<i>A.M.B.I. & SHIPPING, - Total For General Fund Govt Wide</i>			<i>\$159.01</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage/Mailing Service	\$18.30
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$18.30</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage/mailing services	\$16.15
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$16.15</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage/mailing service	\$278.93
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$278.93</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage/mailing services	\$4.93
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$4.93</i>
A.M.B.I. & SHIPPING,	Weed & Pest Fund	Postage/Mailing services	\$19.93
<i>A.M.B.I. & SHIPPING, - Total For Weed & Pest Fund</i>			<i>\$19.93</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$511.99

ABI ATTACHMENTS INC

ABI ATTACHMENTS INC	General Fund Govt Wide	MISCELLANEOUS AUTOMOTIVE DEALERS	\$1,026.75
<i>ABI ATTACHMENTS INC - Total For General Fund Govt Wide</i>			<i>\$1,026.75</i>
ABI ATTACHMENTS INC - ALL DEPARTMENTS			\$1,026.75

ACFE

ACFE	General Fund Govt Wide	MEMBERSHIP ORGANIZATIONS NOT ELSEWHER	(\$705.00)
<i>ACFE - Total For General Fund Govt Wide</i>			<i>(\$705.00)</i>

ACFE - ALL DEPARTMENTS

(\$705.00)

ACTION GLASS INC

ACTION GLASS INC	Buildings & Structures Fund	Glass for repairs at North Casper Clubhouse	\$11.81
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<i>ACTION GLASS INC - Total For Buildings & Structures Fund</i>			<i>\$11.81</i>
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ACTION GLASS INC - ALL DEPARTMENTS			\$11.81
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ACUSHNET COMPANY

ACUSHNET COMPANY	General Fund Govt Wide	SPORTING GOODS STORES	\$234.00
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<i>ACUSHNET COMPANY - Total For General Fund Govt Wide</i>			<i>\$234.00</i>
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ACUSHNET COMPANY	Golf	Inventory- Golf Balls	\$234.00
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ACUSHNET COMPANY	Golf	Inventory-Hats	\$191.00
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ACUSHNET COMPANY	Golf	Inventory-Golf Balls	\$264.00
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ACUSHNET COMPANY	Golf	Inventory- Golf Balls	\$468.00
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<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$1,157.00</i>
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ACUSHNET COMPANY - ALL DEPARTMENTS			\$1,391.00
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AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	HVAC system repairs	\$127.50
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<i>AIR INNOVATIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$127.50</i>
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AIR INNOVATIONS - ALL DEPARTMENTS			\$127.50
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AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Supplies	\$369.89
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<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$369.89</i>
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AIRGAS USA LLC - ALL DEPARTMENTS			\$369.89
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ALBERTSONS #0060

ALBERTSONS #0060	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$22.23
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<i>ALBERTSONS #0060 - Total For General Fund Govt Wide</i>			<i>\$22.23</i>
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ALBERTSONS #0060 - ALL DEPARTMENTS			\$22.23
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ALBERTSONS #0062

ALBERTSONS #0062	Human Resources	SOAR LAST MEETING	\$18.49
<i>ALBERTSONS #0062 - Total For Human Resources</i>			<i>\$18.49</i>
ALBERTSONS #0062	Ice Arena - Operations	Distilled Water for Zamboni	\$11.98
<i>ALBERTSONS #0062 - Total For Ice Arena - Operations</i>			<i>\$11.98</i>
ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board meeting	\$6.99
<i>ALBERTSONS #0062 - Total For Water Administration</i>			<i>\$6.99</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$37.46

ALLIANT INSURANCE SV

ALLIANT INSURANCE SV	Property Insurance Fund	Bond for F. Tremel	\$100.00
<i>ALLIANT INSURANCE SV - Total For Property Insurance Fund</i>			<i>\$100.00</i>
ALLIANT INSURANCE SV - ALL DEPARTMENTS			\$100.00

ALSCO

ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$108.46
ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$108.46
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$216.92</i>
ALSCO	Balefill - Disposal & Landfill	Rug services	\$53.25
ALSCO	Balefill - Disposal & Landfill	Rug rental service	\$53.25
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$106.50</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$92.22
ALSCO	Refuse - Residential	Professional Laundry Services	\$92.22
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$184.44</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services - March 2021	\$429.62
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$59.66
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$489.28</i>
ALSCO	Streets	Professional Laundry Services - April 2021	\$505.04
<i>ALSCO - Total For Streets</i>			<i>\$505.04</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>

ALSCO - ALL DEPARTMENTS	\$1,805.10
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ALTITUDE VETERINARY

ALTITUDE VETERINARY	Metro Animal Control	VETERINARY SERVICES	\$835.70
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<i>ALTITUDE VETERINARY - Total For Metro Animal Control</i>			<i>\$835.70</i>
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ALTITUDE VETERINARY - ALL DEPARTMENTS	\$835.70
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AM SIGNAL, INC.

AM SIGNAL, INC.	Capital Projects Fund	Bridge height signs for McKinley and Center St	\$5,889.00
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<i>AM SIGNAL, INC. - Total For Capital Projects Fund</i>			<i>\$5,889.00</i>
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AM SIGNAL, INC.	Traffic Control	A St & Durbin sign & light upgrade	\$3,882.00
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<i>AM SIGNAL, INC. - Total For Traffic Control</i>			<i>\$3,882.00</i>
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AM SIGNAL, INC. - ALL DEPARTMENTS	\$9,771.00
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AM SIGNAL, LLC

AM SIGNAL, LLC	Traffic Control	12 red balls for signal repairs	\$564.83
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AM SIGNAL, LLC	Traffic Control	50 visors for signal repair	\$1,332.00
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<i>AM SIGNAL, LLC - Total For Traffic Control</i>			<i>\$1,896.83</i>
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AM SIGNAL, LLC - ALL DEPARTMENTS	\$1,896.83
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AMAZON.COM 2L12N2MG1

AMAZON.COM 2L12N2MG1	General Fund Govt Wide	BOOK STORES	\$355.95
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<i>AMAZON.COM 2L12N2MG1 - Total For General Fund Govt Wide</i>			<i>\$355.95</i>
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AMAZON.COM 2L12N2MG1 - ALL DEPARTMENTS	\$355.95
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AMAZON.COM 2L4VE0BA1

AMAZON.COM 2L4VE0BA1	General Fund Govt Wide	BOOK STORES	\$124.95
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<i>AMAZON.COM 2L4VE0BA1 - Total For General Fund Govt Wide</i>			<i>\$124.95</i>
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AMAZON.COM 2L4VE0BA1 - ALL DEPARTMENTS	\$124.95
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AMAZON.COM 2L61U1P80

AMAZON.COM 2L61U1P80	General Fund Govt Wide	BOOK STORES	\$122.38
AMAZON.COM 2L61U1P80 - Total For General Fund Govt Wide			\$122.38
AMAZON.COM 2L61U1P80 - ALL DEPARTMENTS			\$122.38

AMAZON.COM 5N34F6NG3

AMAZON.COM 5N34F6NG3	General Fund Govt Wide	BOOK STORES	\$34.19
AMAZON.COM 5N34F6NG3 - Total For General Fund Govt Wide			\$34.19
AMAZON.COM 5N34F6NG3 - ALL DEPARTMENTS			\$34.19

AMAZON.COM PK89J5P63

AMAZON.COM PK89J5P63	General Fund Govt Wide	BOOK STORES	\$53.34
AMAZON.COM PK89J5P63 - Total For General Fund Govt Wide			\$53.34
AMAZON.COM PK89J5P63 - ALL DEPARTMENTS			\$53.34

AMAZON.COM U099H2ZK3

AMAZON.COM U099H2ZK3	General Fund Govt Wide	BOOK STORES	\$55.06
AMAZON.COM U099H2ZK3 - Total For General Fund Govt Wide			\$55.06
AMAZON.COM U099H2ZK3 - ALL DEPARTMENTS			\$55.06

AMAZON.COM UE2JU2XC3

AMAZON.COM UE2JU2XC3	General Fund Govt Wide	BOOK STORES	\$493.47
AMAZON.COM UE2JU2XC3 - Total For General Fund Govt Wide			\$493.47
AMAZON.COM UE2JU2XC3 - ALL DEPARTMENTS			\$493.47

AMAZON.COM VP7B75N23

AMAZON.COM VP7B75N23	General Fund Govt Wide	BOOK STORES	\$52.79
AMAZON.COM VP7B75N23 - Total For General Fund Govt Wide			\$52.79
AMAZON.COM VP7B75N23 - ALL DEPARTMENTS			\$52.79

AMERICAN FLOOR MATS

AMERICAN FLOOR MATS	Rec Center - Operations	FLOOR COVERING, RUG AND CARPET STORES	\$392.88
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AMERICAN FLOOR MATS - Total For Rec Center - Operations			\$392.88
AMERICAN FLOOR MATS - ALL DEPARTMENTS			\$392.88

AMERICAN PLANNING AS

AMERICAN PLANNING AS	General Fund Govt Wide	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$405.00
AMERICAN PLANNING AS - Total For General Fund Govt Wide			\$405.00
AMERICAN PLANNING AS - ALL DEPARTMENTS			\$405.00

AMERICAN POLYGRAPH A

AMERICAN POLYGRAPH A	General Fund Govt Wide	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	(\$100.00)
AMERICAN POLYGRAPH A - Total For General Fund Govt Wide			(\$100.00)
AMERICAN POLYGRAPH A - ALL DEPARTMENTS			(\$100.00)

AMERICAN TRAFFIC SAF

AMERICAN TRAFFIC SAF	Traffic Control	1 - 30" roll green EC film for sign repair	\$387.00
AMERICAN TRAFFIC SAF - Total For Traffic Control			\$387.00
AMERICAN TRAFFIC SAF - ALL DEPARTMENTS			\$387.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane	\$152.95
AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill			\$152.95
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,305.30
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,060.55
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$2,800.24
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,979.07
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,815.62
AMERIGAS - CASPER - Total For WWTP Operations			\$8,960.78
AMERIGAS - CASPER - ALL DEPARTMENTS			\$9,113.73

AMZN Mktp US

AMZN Mktp US	General Fund Govt Wide	BOOK STORES	\$16.79
AMZN Mktp US	General Fund Govt Wide	BOOK STORES	\$18.80

AMZN Mktp US	General Fund Govt Wide	BOOK STORES	\$28.70
AMZN Mktp US	General Fund Govt Wide	BOOK STORES	\$289.00
<i>AMZN Mktp US - Total For General Fund Govt Wide</i>			<i>\$353.29</i>
AMZN Mktp US	Parks - Parks Maint.	BOOK STORES	\$17.98
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$17.98</i>
AMZN Mktp US	Police Career Services	UNIFORM BOOT; POCKET KEY	\$206.62
AMZN Mktp US	Police Career Services	HONOR GUARD STRAPS	\$35.97
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$242.59</i>
AMZN Mktp US	Rec Center - Classes	camp supplies	\$15.99
AMZN Mktp US	Rec Center - Classes	class supplies, camp supplies	\$83.09
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$99.08</i>
AMZN Mktp US	Rec Center - Operations	Flags	\$23.29
AMZN Mktp US	Rec Center - Operations	Urinal supplies and cleaner	\$27.95
AMZN Mktp US	Rec Center - Operations	Flags, Sprayers, Triggers	\$66.72
AMZN Mktp US	Rec Center - Operations	Flags, Sprayers, Triggers	\$30.99
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$148.95</i>
AMZN Mktp US - ALL DEPARTMENTS			\$861.89

ANTHONYS PIZZA

ANTHONYS PIZZA	Police Investigations	Training	\$17.03
ANTHONYS PIZZA	Police Investigations	Training	\$11.63
ANTHONYS PIZZA	Police Investigations	Training	\$11.63
<i>ANTHONYS PIZZA - Total For Police Investigations</i>			<i>\$40.29</i>
ANTHONYS PIZZA - ALL DEPARTMENTS			\$40.29

APPLIED IND TECH

APPLIED IND TECH	Regional Water Operations	Adhesive and Thread Locker	\$111.66
<i>APPLIED IND TECH - Total For Regional Water Operations</i>			<i>\$111.66</i>
APPLIED IND TECH - ALL DEPARTMENTS			\$111.66

ARLINGTONPOWER

ARLINGTONPOWER	General Fund Govt Wide	LANDSCAPE AND HORTICULTURAL SERVICES	\$621.72
<i>ARLINGTONPOWER - Total For General Fund Govt Wide</i>			<i>\$621.72</i>

ARLINGTONPOWER - ALL DEPARTMENTS

\$621.72

AT & T CORP

AT & T CORP	Public Safety Communication Acct #051 221 2711 001	\$189.07
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<i>AT & T CORP - Total For Public Safety Communications</i>		<i>\$189.07</i>
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AT & T CORP - ALL DEPARTMENTS

\$189.07

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Code Enforcement	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$200.20
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<i>AT&T BILL PAYMENT - Total For Code Enforcement</i>			<i>\$200.20</i>
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AT&T BILL PAYMENT	Sewer Wastewater Collection remote device data		\$160.16
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<i>AT&T BILL PAYMENT - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
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AT&T BILL PAYMENT	Streets	Monthly charge for Streets and Traffic tablets	\$200.20
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<i>AT&T BILL PAYMENT - Total For Streets</i>			<i>\$200.20</i>
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AT&T BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$280.28
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<i>AT&T BILL PAYMENT - Total For Water Distribution</i>			<i>\$280.28</i>
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AT&T BILL PAYMENT - ALL DEPARTMENTS

\$840.84

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Capital Projects Fund	Flasher upgrade at 12th and 13th Street	\$26,130.00
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<i>ATLANTIC ELECTRIC, I - Total For Capital Projects Fund</i>			<i>\$26,130.00</i>
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ATLANTIC ELECTRIC, I	Property Insurance Fund	Flasher upgrade at 12th and 13th Street	\$3,500.00
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ATLANTIC ELECTRIC, I	Property Insurance Fund	Speed Trl Outlet Electrical Services	\$1,020.91
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<i>ATLANTIC ELECTRIC, I - Total For Property Insurance Fund</i>			<i>\$4,520.91</i>
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ATLANTIC ELECTRIC, I	Traffic Control	A St & Durbin sign & light upgrade	\$2,890.00
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<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			<i>\$2,890.00</i>
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ATLANTIC ELECTRIC, I	Water Tanks	Electrical services	\$475.00
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<i>ATLANTIC ELECTRIC, I - Total For Water Tanks</i>			<i>\$475.00</i>
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ATLANTIC ELECTRIC, I - ALL DEPARTMENTS

\$34,015.91

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$33.49
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ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$34.64
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<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$68.13
ATLAS OFFICE PRODUCT	Customer Service	Black ink cartridge for Color Printer in Finance/H	\$38.02
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$38.02
ATLAS OFFICE PRODUCT	Finance	Black ink cartridge for Color Printer in Finance/H	\$38.02
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$38.02
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	(\$82.45)
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$59.69
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$20.90
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$22.75
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$186.89
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$216.71
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$839.69
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$137.61
ATLAS OFFICE PRODUCT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$57.01
<i>ATLAS OFFICE PRODUCT - Total For General Fund Govt Wide</i>			\$1,458.80
ATLAS OFFICE PRODUCT	Health Insurance Fund	Black ink cartridge for Color Printer in Finance/H	\$38.02
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			\$38.02
ATLAS OFFICE PRODUCT	Human Resources	2 boxes of orientation folders, 2 boxes of blue b	\$43.66
ATLAS OFFICE PRODUCT	Human Resources	Black ink cartridge for Color Printer in Finance/H	\$38.02
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$81.68
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$74.34
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			\$74.34
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$24.51
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$248.49
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$11.63
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$284.63
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supplies	\$69.05
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$8.18
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$64.60
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$275.88
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$417.71
ATLAS OFFICE PRODUCT	Risk Management	Black ink cartridge for Color Printer in Finance/H	\$19.01
ATLAS OFFICE PRODUCT	Risk Management	Black ink cartridge for Color Printer in Finance/H	\$19.02
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			\$38.03
ATLAS OFFICE PRODUCT	Sewer Administration	Standing Desk Riser	\$318.71
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			\$318.71

ATLAS OFFICE PRODUCT	Sewer Wastewater Collection office supplies	\$34.64
ATLAS OFFICE PRODUCT	Sewer Wastewater Collection office supplies	\$69.28
<i>ATLAS OFFICE PRODUCT - Total For Sewer Wastewater Collection</i>		<i>\$103.92</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS		\$2,960.01

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Printing service	\$2,100.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			<i>\$2,100.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$2,100.00

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Fire-EMS Training	Printed Black Hills Emergency Guide Book	\$78.93
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Training</i>			<i>\$78.93</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$78.93

ATSI INC

ATSI INC	Traffic Control	Yearly certification of conflict monitor tester	\$632.31
<i>ATSI INC - Total For Traffic Control</i>			<i>\$632.31</i>
ATSI INC - ALL DEPARTMENTS			\$632.31

ATT COURT ORDER CHGS

ATT COURT ORDER CHGS	Police Investigations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$70.00
<i>ATT COURT ORDER CHGS - Total For Police Investigations</i>			<i>\$70.00</i>
ATT COURT ORDER CHGS - ALL DEPARTMENTS			\$70.00

AUTOZONE #1294

AUTOZONE #1294	General Fund Govt Wide	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$14.99
<i>AUTOZONE #1294 - Total For General Fund Govt Wide</i>			<i>\$14.99</i>
AUTOZONE #1294 - ALL DEPARTMENTS			\$14.99

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Building maintenance	\$7.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			<i>\$7.99</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$7.99

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing repair parts for Washington Baseball	\$2.28
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$2.28</i>
BAILEYS ACE HDWE	Capital Projects Fund	Supplies to open FOD for summer	\$15.17
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>			<i>\$15.17</i>
BAILEYS ACE HDWE	General Fund Govt Wide	HARDWARE STORES	\$7.59
BAILEYS ACE HDWE	General Fund Govt Wide	HARDWARE STORES	\$13.99
BAILEYS ACE HDWE	General Fund Govt Wide	HARDWARE STORES	\$2.99
BAILEYS ACE HDWE	General Fund Govt Wide	HARDWARE STORES	\$11.98
<i>BAILEYS ACE HDWE - Total For General Fund Govt Wide</i>			<i>\$36.55</i>
BAILEYS ACE HDWE	Ice Arena - Operations	Drain Cleaner	\$29.98
BAILEYS ACE HDWE	Ice Arena - Operations	Drain Cleaner	\$65.97
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$95.95</i>
BAILEYS ACE HDWE	Metro Animal Shelter	KEY TAGS FOR CASH BAGS	\$4.59
<i>BAILEYS ACE HDWE - Total For Metro Animal Shelter</i>			<i>\$4.59</i>
BAILEYS ACE HDWE	Sewer Wastewater Collection	safety supplies	\$23.98
BAILEYS ACE HDWE	Sewer Wastewater Collection	caulk to seat gasket on 660317	\$5.59
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$29.57</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$184.11

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Baler Processing	Cleaning supplies	\$191.98
<i>BARGREEN ELLINGSON - Total For Balefill - Baler Processing</i>			<i>\$191.98</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$191.98

BARGREEN WYOMING

BARGREEN WYOMING	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$101.34
<i>BARGREEN WYOMING - Total For General Fund Govt Wide</i>			<i>\$101.34</i>
BARGREEN WYOMING	Golf - Operations	Register Paper for POS	\$67.95

<i>BARGREEN WYOMING - Total For Golf - Operations</i>			\$67.95
BARGREEN WYOMING - ALL DEPARTMENTS			\$169.29
BEST BUY			
BEST BUY	General Fund Govt Wide	ELECTRONIC SALES	\$227.96
BEST BUY	General Fund Govt Wide	ELECTRONIC SALES	\$93.96
<i>BEST BUY - Total For General Fund Govt Wide</i>			<i>\$321.92</i>
BEST BUY	Hogadon - Operations	ELECTRONIC SALES	\$49.99
<i>BEST BUY - Total For Hogadon - Operations</i>			<i>\$49.99</i>
BEST BUY - ALL DEPARTMENTS			\$371.91
BESTWAY FIRESTONE			
BESTWAY FIRESTONE	General Fund Govt Wide	CONTRACTORS, CONCRETE WORK	\$700.00
<i>BESTWAY FIRESTONE - Total For General Fund Govt Wide</i>			<i>\$700.00</i>
BESTWAY FIRESTONE - ALL DEPARTMENTS			\$700.00
BIG SKY COMMUNICATIO			
BIG SKY COMMUNICATIO	Public Safety Communication Office supplies		\$490.00
<i>BIG SKY COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$490.00</i>
BIG SKY COMMUNICATIO - ALL DEPARTMENTS			\$490.00
BLACK HILLS ENERGY			
BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$5,550.26
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$5,550.26</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$85.76
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$85.76</i>
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$85.77
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			<i>\$85.77</i>
BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	\$2,674.16
<i>BLACK HILLS ENERGY - Total For City Hall</i>			<i>\$2,674.16</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$69.81
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$17.13
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$86.94</i>

BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$1,250.84
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$1,250.84</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$85.77
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$85.77</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$85.77
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$85.77</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #5655 3404 55	\$705.10
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$705.10</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$382.12
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$382.12</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$5.02
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$5.02</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$10,997.51

BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Weld epoxy	\$7.64
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$46.30
<i>BLOEDORN LUMBER - Total For Buildings & Structures Fund</i>			<i>\$53.94</i>
BLOEDORN LUMBER - ALL DEPARTMENTS			\$53.94

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$15.08
BLOEDORN LUMBER CO	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$34.58
BLOEDORN LUMBER CO	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$4.55
BLOEDORN LUMBER CO	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$23.30
<i>BLOEDORN LUMBER CO - Total For General Fund Govt Wide</i>			<i>\$77.51</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$77.51

BLOOM'S SNOW REMOVAL

BLOOM'S SNOW REMOVAL	Regional Water Operations	Crane Service - Decant Pumps	\$450.00
<i>BLOOM'S SNOW REMOVAL - Total For Regional Water Operations</i>			<i>\$450.00</i>
BLOOM'S SNOW REMOVAL - ALL DEPARTMENTS			\$450.00

BONEFISH GRILL

BONEFISH GRILL	Police Investigations	Training	\$97.70
<i>BONEFISH GRILL - Total For Police Investigations</i>			<i>\$97.70</i>
BONEFISH GRILL - ALL DEPARTMENTS			\$97.70

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$10,084.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$10,128.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$10,551.20
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$30,764.80</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$30,764.80

BRIDGEWATER GRILL

BRIDGEWATER GRILL	Police Investigations	Training	\$19.00
BRIDGEWATER GRILL	Police Investigations	Training	\$20.28
BRIDGEWATER GRILL	Police Investigations	Training	\$20.28
BRIDGEWATER GRILL	Police Investigations	Training	\$19.00
BRIDGEWATER GRILL	Police Investigations	Training	\$19.00
BRIDGEWATER GRILL	Police Investigations	Training	\$19.35
BRIDGEWATER GRILL	Police Investigations	Training	\$18.28
BRIDGEWATER GRILL	Police Investigations	Training	\$18.90
<i>BRIDGEWATER GRILL - Total For Police Investigations</i>			<i>\$154.09</i>
BRIDGEWATER GRILL - ALL DEPARTMENTS			\$154.09

BUDGET RENT A CAR

BUDGET RENT A CAR	General Fund Govt Wide	BUDGET RENT-A-CAR	\$158.84
<i>BUDGET RENT A CAR - Total For General Fund Govt Wide</i>			<i>\$158.84</i>
BUDGET RENT A CAR - ALL DEPARTMENTS			\$158.84

BURBACKS

BURBACKS	Capital Projects Fund	Supplies to open FOD for summer	\$108.68
<i>BURBACKS - Total For Capital Projects Fund</i>			<i>\$108.68</i>

BURBACKS - ALL DEPARTMENTS	\$108.68
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C & C SUPPLY

C & C SUPPLY	Refuse - Residential	Supplies	\$39.55
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<i>C & C SUPPLY - Total For Refuse - Residential</i>			\$39.55
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C & C SUPPLY - ALL DEPARTMENTS	\$39.55
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CAFE RIO DENVER WEST

CAFE RIO DENVER WEST	Police Investigations	Training	\$15.46
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CAFE RIO DENVER WEST	Police Investigations	Training	\$17.74
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CAFE RIO DENVER WEST	Police Investigations	Training	\$15.46
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<i>CAFE RIO DENVER WEST - Total For Police Investigations</i>			\$48.66
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CAFE RIO DENVER WEST - ALL DEPARTMENTS	\$48.66
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CANVA 03044-2309317

CANVA 03044-2309317	Golf - Operations	PHOTOGRAPHIC STUDIOS	\$1.00
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<i>CANVA 03044-2309317 - Total For Golf - Operations</i>			\$1.00
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CANVA 03044-2309317 - ALL DEPARTMENTS	\$1.00
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CANVA 03046-1362612

CANVA 03046-1362612	Golf - Operations	PHOTOGRAPHIC STUDIOS	\$1.00
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<i>CANVA 03046-1362612 - Total For Golf - Operations</i>			\$1.00
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CANVA 03046-1362612 - ALL DEPARTMENTS	\$1.00
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CAPITOL CUISINE

CAPITOL CUISINE	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$86.66
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<i>CAPITOL CUISINE - Total For General Fund Govt Wide</i>			\$86.66
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CAPITOL CUISINE - ALL DEPARTMENTS	\$86.66
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CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	General Fund Govt Wide	VETERINARY SERVICES	\$929.86
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CASPER ANIMAL MED CT - Total For General Fund Govt Wide			\$929.86
CASPER ANIMAL MED CT	Metro Animal Control	VETERINARY SERVICES	\$117.58
CASPER ANIMAL MED CT - Total For Metro Animal Control			\$117.58
CASPER ANIMAL MED CT	Police Canine Operations	Vaccinations Blu	\$103.33
CASPER ANIMAL MED CT - Total For Police Canine Operations			\$103.33
CASPER ANIMAL MED CT - ALL DEPARTMENTS			\$1,150.77

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	Semi-annual test & certification	\$284.00
CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund			\$284.00
CASPER FIRE EXTINGUI	Fire-EMS Administration	Semi-Annual System Test Station 6	\$154.75
CASPER FIRE EXTINGUI - Total For Fire-EMS Administration			\$154.75
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$438.75

CASPER RECREATIONAL

CASPER RECREATIONAL	Ice Arena - Classes	Hockey Referees April Payout	\$395.00
CASPER RECREATIONAL - Total For Ice Arena - Classes			\$395.00
CASPER RECREATIONAL - ALL DEPARTMENTS			\$395.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	NEWS DEALERS AND NEWSSTANDS	\$49.86
CASPER STAR TRIBUNE - Total For Regional Water Operations			\$49.86
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$49.86

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Planning	City council newspaper notice	\$78.72
CASPER STAR-TRIBUNE,	Planning	Planning & zoning notice	\$81.60
CASPER STAR-TRIBUNE,	Planning	Casper city council notice	\$72.96
CASPER STAR-TRIBUNE, - Total For Planning			\$233.28
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$233.28

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$470.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$350.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$820.00</i>
CASPER TIRE	Refuse - Commercial	Tire repair	\$47.00
CASPER TIRE	Refuse - Commercial	Tire repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$82.00</i>
CASPER TIRE	Refuse - Recycling	Tire repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Tire repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$35.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$982.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$50.00
<i>CASPER WINNELSON CO - Total For Balefill - Disposal & Landfill</i>			<i>\$50.00</i>
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to open Marion Kreiner Pool	\$187.29
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for City Hall	\$25.00
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to open Marion Kreiner Pool	\$16.15
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Ft. Caspar	\$15.21
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$17.96
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$17.50
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$15.81
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall	\$185.77
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$480.69</i>
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for Field of Dreams	\$33.11
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for Field of Dreams	\$9.66
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for Lansing Field	\$48.15
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for Lansing Field	\$61.63
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for Lansing Field	\$120.96
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair supplies for Field of Dreams	\$55.92
CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for FOD	\$61.44
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$390.87</i>
CASPER WINNELSON CO	General Fund Govt Wide	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$42.90
CASPER WINNELSON CO	General Fund Govt Wide	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$21.65
CASPER WINNELSON CO	General Fund Govt Wide	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$53.17

CASPER WINNELSON CO	General Fund Govt Wide	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$43.92
<i>CASPER WINNELSON CO - Total For General Fund Govt Wide</i>			<i>\$161.64</i>
CASPER WINNELSON CO	WWTP Operations	Ball valve	\$36.80
CASPER WINNELSON CO	WWTP Operations	Ball valve	\$247.85
CASPER WINNELSON CO	WWTP Operations	PLUMBING Parts	\$208.83
CASPER WINNELSON CO	WWTP Operations	PLUMBING for sprinkler system	\$64.32
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$557.80</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$1,641.00

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	General Fund Govt Wide	AUTOMOBILE PARKING LOTS AND GARAGES	\$35.00
<i>CASPER/NATRONA COUNT - Total For General Fund Govt Wide</i>			<i>\$35.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$35.00

CCI HOTEL RES

CCI HOTEL RES	General Fund Govt Wide	TRAVEL AGENCIES	\$530.97
CCI HOTEL RES	General Fund Govt Wide	TRAVEL AGENCIES	\$530.97
CCI HOTEL RES	General Fund Govt Wide	TRAVEL AGENCIES	\$530.97
<i>CCI HOTEL RES - Total For General Fund Govt Wide</i>			<i>\$1,592.91</i>
CCI HOTEL RES - ALL DEPARTMENTS			\$1,592.91

CENTRAL PAINT & BODY

CENTRAL PAINT & BODY	Fleet Maintenance Fund	Placard Glass	\$340.00
<i>CENTRAL PAINT & BODY - Total For Fleet Maintenance Fund</i>			<i>\$340.00</i>
CENTRAL PAINT & BODY - ALL DEPARTMENTS			\$340.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	April 2021 Wholesale Water	312,480.87
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$312,480.87</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfers	April 2021 System Investment Charges	\$16,074.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$16,074.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$328,554.87

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$29.12
CENTURYLINK	Aquatics - Operations	Phone service	\$4.58
<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$33.70
CENTURYLINK	Balefill - Disposal & Landfill	Phone service	\$65.87
CENTURYLINK	Balefill - Disposal & Landfill	Phone service	\$14.73
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$93.67
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$174.27
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$17.62
CENTURYLINK	Buildings & Structures Fund	Phone service	\$2.77
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$20.39
CENTURYLINK	Cemetery	Phone service	\$2.77
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$17.62
<i>CENTURYLINK - Total For Cemetery</i>			\$20.39
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$64.37
CENTURYLINK	City Attorney	Phone service	\$10.12
<i>CENTURYLINK - Total For City Attorney</i>			\$74.49
CENTURYLINK	City Council	Phone service	\$2.77
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$17.62
<i>CENTURYLINK - Total For City Council</i>			\$20.39
CENTURYLINK	City Hall	Phone service	\$1.84
CENTURYLINK	City Hall	Acct #307-265-0955 140B	\$78.32
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.69
<i>CENTURYLINK - Total For City Hall</i>			\$91.85
CENTURYLINK	City Manager	Phone service	\$6.45
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$40.99
<i>CENTURYLINK - Total For City Manager</i>			\$47.44
CENTURYLINK	Code Enforcement	Phone service	\$12.89
CENTURYLINK	Code Enforcement	Acct #P-307-234-6076 866M	\$130.44
CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$81.99
<i>CENTURYLINK - Total For Code Enforcement</i>			\$225.32
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$88.05
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$40.99
CENTURYLINK	Customer Service	Phone service	\$6.45
<i>CENTURYLINK - Total For Customer Service</i>			\$135.49

CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$81.99
CENTURYLINK	Engineering	Phone service	\$12.89
<i>CENTURYLINK - Total For Engineering</i>			<i>\$94.88</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$93.67
CENTURYLINK	Finance	Phone service	\$14.73
<i>CENTURYLINK - Total For Finance</i>			<i>\$108.40</i>
CENTURYLINK	Fire-EMS Administration	Phone service	\$18.41
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$117.05
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$135.46</i>
CENTURYLINK	Fleet Maintenance Fund	Phone service	\$11.96
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$76.05
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$151.72
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$239.73</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$17.62
CENTURYLINK	Ft. Caspar Museum	Phone service	\$2.77
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$20.39</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$17.62
CENTURYLINK	Golf - Operations	Phone service	\$2.77
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$20.39</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$58.43
CENTURYLINK	Hogadon - Operations	Phone service	\$9.19
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$67.62</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$29.31
CENTURYLINK	Human Resources	Phone service	\$4.61
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$33.92</i>
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$23.37
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$86.29
CENTURYLINK	Ice Arena - Operations	Phone service	\$3.68
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$113.34</i>
CENTURYLINK	Information Services	Phone service	\$14.73
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$93.67
<i>CENTURYLINK - Total For Information Services</i>			<i>\$108.40</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$17.62
CENTURYLINK	Metro Animal Shelter	Acct #307-235-8356 281B	\$86.33
CENTURYLINK	Metro Animal Shelter	Phone service	\$2.77
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$106.72</i>

CENTURYLINK	Municipal Court	Phone service	\$10.12
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$64.37
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$74.49</i>
CENTURYLINK	Parking Fund	Acct #P-307-111-5106 155M	\$231.98
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$231.98</i>
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$64.37
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-234-6734 889M	\$244.58
CENTURYLINK	Parks - Parks Maint.	Acct #307-237-7808 111B	\$104.09
CENTURYLINK	Parks - Parks Maint.	Phone service	\$10.12
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$423.16</i>
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$58.43
CENTURYLINK	Planning	Phone service	\$9.19
<i>CENTURYLINK - Total For Planning</i>			<i>\$67.62</i>
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$362.64
CENTURYLINK	Police Administration	Phone service	\$57.03
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$749.13
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$1,168.80</i>
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.69
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$602.78
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$157.39
CENTURYLINK	Public Safety Communication	Phone service	\$1.84
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,182.86
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,956.56</i>
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$46.74
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$285.72
CENTURYLINK	Rec Center - Operations	Phone service	\$7.35
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$339.81</i>
CENTURYLINK	Regional Water Operations	Phone service	\$3.68
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$23.37
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$27.05</i>
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$17.65
CENTURYLINK	Risk Management	Phone service	\$2.75
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$20.40</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$11.69
CENTURYLINK	Sewer Wastewater Collection	Phone service	\$1.84
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$13.53</i>

CENTURYLINK	Streets	Phone service	\$6.45
CENTURYLINK	Streets	Acct #P-307-111-5105 138M	\$328.38
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$40.99
<i>CENTURYLINK - Total For Streets</i>			<i>\$375.82</i>
CENTURYLINK	Water Administration	Acct #P307-234-3016 518M	\$197.04
CENTURYLINK	Water Administration	Phone service	\$3.68
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$23.37
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$224.09</i>
CENTURYLINK	Water Distribution	Phone service	\$2.77
CENTURYLINK	Water Distribution	Acct #307-235-7564 793B	\$86.29
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$17.62
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$106.68</i>
CENTURYLINK	Water Meters	Phone service	\$5.48
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$34.87
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$40.35</i>
CENTURYLINK	Water Tanks	Acct #307-235-7545 631B	\$116.19
<i>CENTURYLINK - Total For Water Tanks</i>			<i>\$116.19</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$35.06
CENTURYLINK	WWTP Operations	Phone service	\$5.51
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$175.96
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$216.53</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$3,566.10
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$3,566.10</i>
CENTURYLINK - ALL DEPARTMENTS			\$20,862.14

CHEVRON 0070157

CHEVRON 0070157	General Fund Govt Wide	SERVICE STATIONS	\$57.42
CHEVRON 0070157	General Fund Govt Wide	SERVICE STATIONS	\$49.33
<i>CHEVRON 0070157 - Total For General Fund Govt Wide</i>			<i>\$106.75</i>
CHEVRON 0070157 - ALL DEPARTMENTS			\$106.75

CHEWY.COM

CHEWY.COM	Metro Animal Shelter	Medication	\$50.07
CHEWY.COM	Metro Animal Shelter	Training supplies	\$176.15

CHEWY.COM - Total For Metro Animal Shelter			\$226.22
CHEWY.COM - ALL DEPARTMENTS			\$226.22
CHILD DEVELOPMENT CE			
CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$4,250.00
CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$4,250.00
CHILD DEVELOPMENT CE - Total For Capital Projects Fund			\$8,500.00
CHILD DEVELOPMENT CE - ALL DEPARTMENTS			\$8,500.00
CHRISTI S ASBE			
CHRISTI S ASBE	Police Administration	Policy & accreditation work	\$1,912.49
CHRISTI S ASBE - Total For Police Administration			\$1,912.49
CHRISTI S ASBE - ALL DEPARTMENTS			\$1,912.49
CITIZEN PAYMENT			
CITIZEN PAYMENT	Parks - Parks Maint.	Littering shirt logo	\$90.00
CITIZEN PAYMENT - Total For Parks - Parks Maint.			\$90.00
CITIZEN PAYMENT - ALL DEPARTMENTS			\$90.00
CITY OF CASPER			
CITY OF CASPER	Balefill - Disposal & Landfill	Alarm monitoring	\$10.00
CITY OF CASPER	Balefill - Disposal & Landfill	Monthly street sweeping fee	\$2,266.00
CITY OF CASPER - Total For Balefill - Disposal & Landfill			\$2,276.00
CITY OF CASPER	Metro Animal Control	Intergovernmental services	\$5,208.22
CITY OF CASPER - Total For Metro Animal Control			\$5,208.22
CITY OF CASPER	Metro Animal Shelter	Remodeling-appliance/doors	\$28.00
CITY OF CASPER - Total For Metro Animal Shelter			\$28.00
CITY OF CASPER	Parks - Parks Maint.	Services at Washington Park	\$96.00
CITY OF CASPER	Parks - Parks Maint.	Services at Field of Dreams	\$234.00
CITY OF CASPER	Parks - Parks Maint.	Roll off pull fee	\$231.00
CITY OF CASPER	Parks - Parks Maint.	Service at Mike Cedar Pool	\$96.00
CITY OF CASPER - Total For Parks - Parks Maint.			\$657.00
CITY OF CASPER	Public Transit - CARES Act	April 2021 CATC Fuel Charge	\$15,240.91

CITY OF CASPER	Public Transit - CARES Act	April 2021 CATC Workorder Charge	\$9,974.70
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$25,215.61</i>
CITY OF CASPER	Refuse - Residential	Garbage baler	\$443.61
CITY OF CASPER	Refuse - Residential	Garbage baler / Recycle cardboard	\$506.15
CITY OF CASPER	Refuse - Residential	Garbage baler	\$141.51
CITY OF CASPER	Refuse - Residential	Garbage baler	\$423.47
CITY OF CASPER	Refuse - Residential	Garbage baler / park trash / recycle	\$6,938.72
CITY OF CASPER	Refuse - Residential	Garbage baler	\$387.43
CITY OF CASPER	Refuse - Residential	Garbage baler	\$457.39
CITY OF CASPER	Refuse - Residential	Garbage baler	\$514.63
CITY OF CASPER	Refuse - Residential	Garbage baler	\$1,401.32
CITY OF CASPER	Refuse - Residential	Garbage baler	\$539.01
CITY OF CASPER	Refuse - Residential	Recycle cardboard/commercial garbage baler	\$511.45
CITY OF CASPER	Refuse - Residential	Garbage baler	\$598.37
CITY OF CASPER	Refuse - Residential	Garbage baler	\$589.89
CITY OF CASPER	Refuse - Residential	Garbage baler / Downtown park trash	\$7,633.59
CITY OF CASPER	Refuse - Residential	Garbage baler / recycle	\$475.41
CITY OF CASPER	Refuse - Residential	Recycle / garbage baler	\$7,020.34
CITY OF CASPER	Refuse - Residential	Garbage baler	\$296.27
CITY OF CASPER	Refuse - Residential	Recycle cardboard/newspaper/ Baler	\$6,473.93
CITY OF CASPER	Refuse - Residential	Recycle cardboard/newspaper & Baler	\$6,982.20
CITY OF CASPER	Refuse - Residential	Garbage baler	\$488.13
CITY OF CASPER	Refuse - Residential	Garbage baler	\$543.78
CITY OF CASPER	Refuse - Residential	Garbage baler	\$426.12
CITY OF CASPER	Refuse - Residential	Garbage baler	\$189.74
CITY OF CASPER	Refuse - Residential	Garbage baler	\$283.55
CITY OF CASPER	Refuse - Residential	Garbage baler	\$127.20
CITY OF CASPER	Refuse - Residential	Garbage baler	\$246.98
CITY OF CASPER	Refuse - Residential	Garbage baler	\$356.69
CITY OF CASPER	Refuse - Residential	Garbage baler	\$105.47
CITY OF CASPER	Refuse - Residential	Garbage baler	\$18.00
CITY OF CASPER	Refuse - Residential	Garbage baler/recycle	\$6,811.54
CITY OF CASPER	Refuse - Residential	Garbage baler / Recycle cardboard & newspape	\$7,536.05
CITY OF CASPER	Refuse - Residential	Garbage baler	\$386.90
CITY OF CASPER	Refuse - Residential	Downtown park trash	\$18.00
CITY OF CASPER	Refuse - Residential	Recycle cardboard & Garbage baler	\$460.57

CITY OF CASPER	Refuse - Residential	Downtown park trash	\$18.00
CITY OF CASPER	Refuse - Residential	Garbage baler	\$464.81
CITY OF CASPER	Refuse - Residential	Garbage baler / Downtown park trash	\$6,495.66
CITY OF CASPER	Refuse - Residential	Garbage baler	\$448.38
CITY OF CASPER	Refuse - Residential	Garbage baler	\$475.94
CITY OF CASPER	Refuse - Residential	Garbage baler	\$694.30
CITY OF CASPER	Refuse - Residential	Garbage baler	\$584.59
CITY OF CASPER	Refuse - Residential	Garbage baler	\$121.37
CITY OF CASPER	Refuse - Residential	Garbage baler	\$531.59
CITY OF CASPER	Refuse - Residential	Garbage baler / Recycle newspaper	\$7,259.39
CITY OF CASPER	Refuse - Residential	Garbage baler	\$473.82
CITY OF CASPER	Refuse - Residential	Garbage baler	\$485.48
CITY OF CASPER	Refuse - Residential	Garbage baler	\$456.33
CITY OF CASPER - Total For Refuse - Residential			\$78,843.07
CITY OF CASPER	Sewer Wastewater Collection Intergovernmental services		\$173.67
CITY OF CASPER - Total For Sewer Wastewater Collection			\$173.67
CITY OF CASPER	Social Community Services	Casper soccer club 2021 spring jam	\$426.80
CITY OF CASPER - Total For Social Community Services			\$426.80
CITY OF CASPER	Water Distribution	Intergovernmental services	\$173.67
CITY OF CASPER - Total For Water Distribution			\$173.67
CITY OF CASPER	WWTP Operations	Sump sludge/honey wagon	\$118.19
CITY OF CASPER	WWTP Operations	Sump sludge/honey wagon	\$102.56
CITY OF CASPER	WWTP Operations	Sump sludge/honey wagon	\$46.64
CITY OF CASPER	WWTP Operations	Sump sludge/honey wagon	\$128.00
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$88.78
CITY OF CASPER - Total For WWTP Operations			\$484.17
CITY OF CASPER - ALL DEPARTMENTS			\$113,486.21

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Engineering	Nolan Plat & Park Addition Surveying Services	\$375.00
<i>CIVIL ENGINEERING PR - Total For Engineering</i>			<i>\$375.00</i>
CIVIL ENGINEERING PR	Water Distribution	New water system master plan f	\$18,490.00
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$18,490.00</i>
CIVIL ENGINEERING PR	Water Tanks	Gems S028733 - CY Booster Stat	\$11,207.12
<i>CIVIL ENGINEERING PR - Total For Water Tanks</i>			<i>\$11,207.12</i>

CIVIL ENGINEERING PR - ALL DEPARTMENTS

\$30,072.12

CKE RANCHITO MEXICAN

CKE RANCHITO MEXICAN	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$30.99
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<i>CKE RANCHITO MEXICAN - Total For General Fund Govt Wide</i>			<i>\$30.99</i>
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CKE RANCHITO MEXICAN - ALL DEPARTMENTS

\$30.99

CLEVELAND GOLF

CLEVELAND GOLF	General Fund Govt Wide	SPORTING GOODS STORES	\$769.00
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<i>CLEVELAND GOLF - Total For General Fund Govt Wide</i>			<i>\$769.00</i>
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CLEVELAND GOLF - ALL DEPARTMENTS

\$769.00

CLH ASSOCIATES LLC

CLH ASSOCIATES LLC	Metropolitan Planning Org	BAR NUNN SALT CREEK HIGHWAY CO	\$2,914.95
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<i>CLH ASSOCIATES LLC - Total For Metropolitan Planning Org</i>			<i>\$2,914.95</i>
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CLH ASSOCIATES LLC - ALL DEPARTMENTS

\$2,914.95

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Service & repair	\$2,206.45
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CMI TECO, INC.	Refuse - Commercial	Equipment repairs	\$963.18
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<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,169.63</i>
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CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$103.00
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CMI TECO, INC.	Refuse - Residential	Service & repair	\$3,377.95
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<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$3,480.95</i>
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CMI TECO, INC. - ALL DEPARTMENTS

\$6,650.58

CMT MIAMI FL

CMT MIAMI FL	General Fund Govt Wide	TAXICABS/LIMOUSINES	\$22.55
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<i>CMT MIAMI FL - Total For General Fund Govt Wide</i>			<i>\$22.55</i>
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CMT MIAMI FL - ALL DEPARTMENTS

\$22.55

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	fuel	\$35.52
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$35.52</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$35.52

CODE 3 ASSOCIATES

CODE 3 ASSOCIATES	Metro Animal Control	Animal services training	\$1,100.00
<i>CODE 3 ASSOCIATES - Total For Metro Animal Control</i>			<i>\$1,100.00</i>
CODE 3 ASSOCIATES - ALL DEPARTMENTS			\$1,100.00

COLLECTION CENTER IN

COLLECTION CENTER IN	Code Enforcement	Collection services	\$19.39
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			<i>\$19.39</i>
COLLECTION CENTER IN	Refuse - Residential	Collection services	\$113.35
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$113.35</i>
COLLECTION CENTER IN	Sewer Administration	Collection services	\$86.15
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$86.15</i>
COLLECTION CENTER IN	Water Administration	Collection services	\$253.91
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$253.91</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$472.80

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Refuse - Commercial	Communication supplies	\$1,952.00
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$1,952.00</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$1,952.00

CONOCO - BULLS SERVI

CONOCO - BULLS SERVI	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$29.96
CONOCO - BULLS SERVI	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$25.33
<i>CONOCO - BULLS SERVI - Total For General Fund Govt Wide</i>			<i>\$55.29</i>
CONOCO - BULLS SERVI - ALL DEPARTMENTS			\$55.29

CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Electrical supplies	\$595.00
CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Electrical supplies	\$595.00
<i>CONSOLIDATED ELECTRI - Total For Balefill - Disposal & Landfill</i>			<i>\$1,190.00</i>
CONSOLIDATED ELECTRI - ALL DEPARTMENTS			\$1,190.00

CONVERGEONE

CONVERGEONE	Public Transit - CARES Act	CATC Wireless AP	\$1,123.27
<i>CONVERGEONE - Total For Public Transit - CARES Act</i>			<i>\$1,123.27</i>
CONVERGEONE - ALL DEPARTMENTS			\$1,123.27

COWBOY VILLAGE

COWBOY VILLAGE	General Fund Govt Wide	LODGING, HOTELS, MOTELS, RESORTS	\$545.00
COWBOY VILLAGE	General Fund Govt Wide	LODGING, HOTELS, MOTELS, RESORTS	\$545.00
<i>COWBOY VILLAGE - Total For General Fund Govt Wide</i>			<i>\$1,090.00</i>
COWBOY VILLAGE - ALL DEPARTMENTS			\$1,090.00

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Cemetery	CONSTRUCTION MATERIALS CEMETERY WATER	\$182.23
<i>CPS DISTRIBUTORS - Total For Cemetery</i>			<i>\$182.23</i>
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$568.85
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$1,184.54
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$15.30
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$1,179.96
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$306.97
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$71.71
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$75.01
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$38.71
CPS DISTRIBUTORS	General Fund Govt Wide	CONSTRUCTION MATERIALS	\$1,354.43
<i>CPS DISTRIBUTORS - Total For General Fund Govt Wide</i>			<i>\$4,795.48</i>
CPS DISTRIBUTORS	Golf - Operations	3 inch irrigation saddle for break on 2 links	\$79.73
<i>CPS DISTRIBUTORS - Total For Golf - Operations</i>			<i>\$79.73</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for Fort Casper Planter	\$247.05

CPS DISTRIBUTORS	Parks - Parks Maint.	Parts for Fort Casper Planter	\$110.93
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$357.98</i>
CPS DISTRIBUTORS	RWS - Booster Stations	PVC couplers, PVC union	\$9.41
<i>CPS DISTRIBUTORS - Total For RWS - Booster Stations</i>			<i>\$9.41</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$5,424.83

CPU IIT

CPU IIT	Balefill - Disposal & Landfill	Technology Items (computers, software, and ne	\$1,021.40
<i>CPU IIT - Total For Balefill - Disposal & Landfill</i>			<i>\$1,021.40</i>
CPU IIT	City Attorney	ELECTRONIC SALES	\$74.97
CPU IIT	City Attorney	ELECTRONIC SALES	\$149.95
<i>CPU IIT - Total For City Attorney</i>			<i>\$224.92</i>
CPU IIT	Police Investigations	ELECTRONIC SALES	\$736.67
<i>CPU IIT - Total For Police Investigations</i>			<i>\$736.67</i>
CPU IIT	Regional Water Operations	ELECTRONIC SALES	\$278.95
<i>CPU IIT - Total For Regional Water Operations</i>			<i>\$278.95</i>
CPU IIT - ALL DEPARTMENTS			\$2,261.94

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Balefill - Baler Processing	NORTH BALER	\$91.45
<i>CRESCENT ELECTRIC SU - Total For Balefill - Baler Processing</i>			<i>\$91.45</i>
CRESCENT ELECTRIC SU	General Fund Govt Wide	ELECTRICAL PARTS AND EQUIPMENT	\$39.18
<i>CRESCENT ELECTRIC SU - Total For General Fund Govt Wide</i>			<i>\$39.18</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$130.63

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Refuse - Recycling	Recycle Depot Installations	\$20,708.76
<i>CROWN CONSTRUCTION L - Total For Refuse - Recycling</i>			<i>\$20,708.76</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$20,708.76

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for Marathon Building	\$52.30
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$52.30</i>

CRUM ELECTRIC SUPPLY	General Fund Govt Wide	ELECTRICAL PARTS AND EQUIPMENT	\$48.06
CRUM ELECTRIC SUPPLY	General Fund Govt Wide	ELECTRICAL PARTS AND EQUIPMENT	\$274.92
<i>CRUM ELECTRIC SUPPLY - Total For General Fund Govt Wide</i>			<i>\$322.98</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Breakers	\$425.00
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$425.00</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$800.28

D DELI

D DELI	Police Investigations	Training	\$15.55
D DELI	Police Investigations	Training	\$14.82
D DELI	Police Investigations	Training	\$12.67
<i>D DELI - Total For Police Investigations</i>			<i>\$43.04</i>
D DELI - ALL DEPARTMENTS			\$43.04

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Cemetery	HEATING, PLUMBING CEMETERY IRRIGATION LE	\$85.78
DANA KEPNER COMPANY	Cemetery	HEATING, PLUMBING CEMETERY LEAK REPAIR	\$147.32
DANA KEPNER COMPANY	Cemetery	HEATING, PLUMBING CEMETERY LEAK REPAIR	\$85.78
<i>DANA KEPNER COMPANY - Total For Cemetery</i>			<i>\$318.88</i>
DANA KEPNER COMPANY	Water Distribution	SST sample station	\$1,350.00
DANA KEPNER COMPANY	Water Distribution	sample station parts	\$1,422.00
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$2,772.00</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$3,090.88

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	General Fund Revenue	Investment Management	\$3,890.33
<i>DAVIDSON FIXED INCOM - Total For General Fund Revenue</i>			<i>\$3,890.33</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$3,890.33

DAVIS INSTRUMENTS

DAVIS INSTRUMENTS	Hogadon - Operations	Weather station subscription fees	\$47.40
<i>DAVIS INSTRUMENTS - Total For Hogadon - Operations</i>			<i>\$47.40</i>

DAVIS INSTRUMENTS - ALL DEPARTMENTS	\$47.40
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DAYS INN 04479

DAYS INN 04479	General Fund Govt Wide	DAYS INNS	\$192.00
<i>DAYS INN 04479 - Total For General Fund Govt Wide</i>			<i>\$192.00</i>

DAYS INN 04479 - ALL DEPARTMENTS	\$192.00
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DAYS INN HOTSPRINGS

DAYS INN HOTSPRINGS	General Fund Govt Wide	DAYS INNS	\$212.44
<i>DAYS INN HOTSPRINGS - Total For General Fund Govt Wide</i>			<i>\$212.44</i>

DAYS INN HOTSPRINGS - ALL DEPARTMENTS	\$212.44
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DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$75.17
DBC IRRIGATION SUPPL	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$27.90
DBC IRRIGATION SUPPL	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$684.30
<i>DBC IRRIGATION SUPPL - Total For General Fund Govt Wide</i>			<i>\$787.37</i>

DBC IRRIGATION SUPPL - ALL DEPARTMENTS	\$787.37
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DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Police Traffic Enforcement	Vehicle repairs	\$561.54
<i>DECKER AUTO GLASS, I - Total For Police Traffic Enforcement</i>			<i>\$561.54</i>
DECKER AUTO GLASS, I	Refuse - Commercial	Vehicle repairs	\$362.86
<i>DECKER AUTO GLASS, I - Total For Refuse - Commercial</i>			<i>\$362.86</i>
DECKER AUTO GLASS, I	Refuse - Recycling	Vehicle repairs	\$384.76
<i>DECKER AUTO GLASS, I - Total For Refuse - Recycling</i>			<i>\$384.76</i>

DECKER AUTO GLASS, I - ALL DEPARTMENTS	\$1,309.16
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DELL MARKETING LP

DELL MARKETING LP	Balefill - Disposal & Landfill	Technology Items (computers, software, and ne	\$380.08
DELL MARKETING LP	Balefill - Disposal & Landfill	Technology Items (computers, software, and ne	\$760.16
<i>DELL MARKETING LP - Total For Balefill - Disposal & Landfill</i>			<i>\$1,140.24</i>

DELL MARKETING LP	Engineering	Adobe subscription (Apr 2021 to Oct 2021)	\$90.76
<i>DELL MARKETING LP - Total For Engineering</i>			<i>\$90.76</i>
DELL MARKETING LP	Fire-EMS Prevent & Inspect	Adobe Pro DC	\$75.63
<i>DELL MARKETING LP - Total For Fire-EMS Prevent & Inspect</i>			<i>\$75.63</i>
DELL MARKETING LP	Municipal Court	HP ProBook 15" Notebook with Monitors	\$380.08
<i>DELL MARKETING LP - Total For Municipal Court</i>			<i>\$380.08</i>
DELL MARKETING LP	Police Administration	Adobe Acrobat Pro for Captain Chaney	\$75.63
<i>DELL MARKETING LP - Total For Police Administration</i>			<i>\$75.63</i>
DELL MARKETING LP	Refuse - Residential	Technology Items (computers, software, and ne	\$760.16
DELL MARKETING LP	Refuse - Residential	Technology Items (computers, software, and ne	\$1,900.40
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$2,660.56</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$4,422.90

DELTA 0067556279

DELTA 0067556279	General Fund Govt Wide	DELTA	\$503.10
<i>DELTA 0067556279 - Total For General Fund Govt Wide</i>			<i>\$503.10</i>
DELTA 0067556279 - ALL DEPARTMENTS			\$503.10

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Browning belt	\$5.73
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$5.73</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$5.73

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Aquatics - Pool	Pool Licenses for Marion Kreiner Splash Pad and	\$100.00
<i>DEPT. OF FAMILY SVCS - Total For Aquatics - Pool</i>			<i>\$100.00</i>
DEPT. OF FAMILY SVCS	Police Investigations	License	\$82.00
<i>DEPT. OF FAMILY SVCS - Total For Police Investigations</i>			<i>\$82.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$182.00

DOLLAR TREE

DOLLAR TREE	Police Administration	ADVERTISING MATERIALS	\$51.45
<i>DOLLAR TREE - Total For Police Administration</i>			<i>\$51.45</i>

DOLLAR TREE - ALL DEPARTMENTS	\$51.45
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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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<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>			<i>\$95.99</i>
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DTV DIRECTV SERVICE - ALL DEPARTMENTS	\$95.99
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DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Buildings & Structures Fund	Damper actuator	\$355.32
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<i>DYNAMIC CONTROLS INC - Total For Buildings & Structures Fund</i>			<i>\$355.32</i>
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DYNAMIC CONTROLS INC - ALL DEPARTMENTS	\$355.32
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DYNAMIC SOUND AND LI

DYNAMIC SOUND AND LI	Police Administration	PA System	\$250.00
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<i>DYNAMIC SOUND AND LI - Total For Police Administration</i>			<i>\$250.00</i>
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DYNAMIC SOUND AND LI - ALL DEPARTMENTS	\$250.00
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E & F TOWING TRANSP

E & F TOWING TRANSP	Police Investigations	Towing service	\$60.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$75.00
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E & F TOWING TRANSP	Police Investigations	Impound services	\$75.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$75.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$75.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$60.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$60.00
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E & F TOWING TRANSP	Police Investigations	Towing Service	\$60.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$60.00
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E & F TOWING TRANSP	Police Investigations	Towing service	\$60.00
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<i>E & F TOWING TRANSP - Total For Police Investigations</i>			<i>\$660.00</i>
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E & F TOWING TRANSP - ALL DEPARTMENTS	\$660.00
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ECMS

ECMS	General Fund Govt Wide	MISCELLANEOUS AND RETAIL STORES	\$1,089.83
ECMS	General Fund Govt Wide	MISCELLANEOUS AND RETAIL STORES	\$878.82
<i>ECMS - Total For General Fund Govt Wide</i>			<i>\$1,968.65</i>
ECMS - ALL DEPARTMENTS			\$1,968.65

ELITE K9 INC

ELITE K9 INC	Police Canine Operations	GARMIN PRO	\$413.05
<i>ELITE K9 INC - Total For Police Canine Operations</i>			<i>\$413.05</i>
ELITE K9 INC - ALL DEPARTMENTS			\$413.05

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	City Hall	Miller house deposit return	\$500.00
<i>EMPLOYEE REIMBURSEME - Total For City Hall</i>			<i>\$500.00</i>
EMPLOYEE REIMBURSEME	Fire-EMS Training	Fire conference reimbursement	\$300.00
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>			<i>\$300.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool reimbursement	\$195.63
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool reimbursement	\$115.84
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$311.47</i>
EMPLOYEE REIMBURSEME	Police Canine Operations	Canine expense	\$63.00
<i>EMPLOYEE REIMBURSEME - Total For Police Canine Operations</i>			<i>\$63.00</i>
EMPLOYEE REIMBURSEME	Water Meters	Dist. systems level 1 exam reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water Meters</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,274.47

EMPLOYERCENTRAL.COM/

EMPLOYERCENTRAL.COM/	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$195.00
<i>EMPLOYERCENTRAL.COM/ - Total For General Fund Govt Wide</i>			<i>\$195.00</i>
EMPLOYERCENTRAL.COM/ - ALL DEPARTMENTS			\$195.00

ENCODER PRODUCTS COM

ENCODER PRODUCTS COM	Hogadon - Operations	Chair lift Safety switch	\$108.43
<i>ENCODER PRODUCTS COM - Total For Hogadon - Operations</i>			<i>\$108.43</i>

ENCODER PRODUCTS COM - ALL DEPARTMENTS

\$108.43

ENDRESS & HAUSER, IN

ENDRESS & HAUSER, IN	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$221.64
<i>ENDRESS & HAUSER, IN - Total For General Fund Govt Wide</i>			<i>\$221.64</i>
ENDRESS & HAUSER, IN	Regional Water Operations	Pressure Sensor for Sandy Lake Tank	\$1,164.66
<i>ENDRESS & HAUSER, IN - Total For Regional Water Operations</i>			<i>\$1,164.66</i>
ENDRESS & HAUSER, IN - ALL DEPARTMENTS			\$1,386.30

ENERGY LABORATORIES

ENERGY LABORATORIES	General Fund Govt Wide	TESTING LABORATORIES (NON-MEDICAL)	\$204.00
ENERGY LABORATORIES	General Fund Govt Wide	TESTING LABORATORIES (NON-MEDICAL)	\$306.00
ENERGY LABORATORIES	General Fund Govt Wide	TESTING LABORATORIES (NON-MEDICAL)	\$22.00
<i>ENERGY LABORATORIES - Total For General Fund Govt Wide</i>			<i>\$532.00</i>
ENERGY LABORATORIES	Hogadon - Operations	TESTING LABORATORIES (NON-MEDICAL)	\$22.00
ENERGY LABORATORIES	Hogadon - Operations	TESTING LABORATORIES (NON-MEDICAL)	\$22.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$44.00</i>
ENERGY LABORATORIES	Regional Water Operations	ELabs TAS	\$102.00
ENERGY LABORATORIES	Regional Water Operations	ELabs TAS	\$306.00
ENERGY LABORATORIES	Regional Water Operations	ELabs Tas	\$102.00
ENERGY LABORATORIES	Regional Water Operations	TESTING LABORATORIES (NON-MEDICAL)	\$306.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$816.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$1,392.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Bacteria Analysis Services	\$42.00
ENERGY LABRATORIES I	Water Tanks	Water supply analysis	\$198.00
ENERGY LABRATORIES I	Water Tanks	Bacteria analysis service	\$374.00
ENERGY LABRATORIES I	Water Tanks	SDWA analysis	\$42.00
ENERGY LABRATORIES I	Water Tanks	Bacteria Analysis Services	\$352.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,008.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$1,008.00

ENVISION ELECTRIC IN

ENVISION ELECTRIC IN	Balefill - Disposal & Landfill	Electrical services	\$3,447.50
<i>ENVISION ELECTRIC IN - Total For Balefill - Disposal & Landfill</i>			<i>\$3,447.50</i>
ENVISION ELECTRIC IN - ALL DEPARTMENTS			\$3,447.50

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$38.04
EXXONMOBIL	Fire-EMS Operations	Fuel	\$35.76
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$73.80</i>
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$29.62
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$32.29
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$39.10
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$59.75
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$42.87
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$24.49
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$44.71
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$30.07
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$24.50
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$45.00
EXXONMOBIL	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$31.63
<i>EXXONMOBIL - Total For General Fund Govt Wide</i>			<i>\$404.03</i>
EXXONMOBIL - ALL DEPARTMENTS			\$477.83

FACEBK 4ZKG66FKH2

FACEBK 4ZKG66FKH2	Golf - Operations	ADVERTISING SERVICES	\$40.00
<i>FACEBK 4ZKG66FKH2 - Total For Golf - Operations</i>			<i>\$40.00</i>
FACEBK 4ZKG66FKH2 - ALL DEPARTMENTS			\$40.00

FACEBK ASUSG4KYJ2

FACEBK ASUSG4KYJ2	General Fund Govt Wide	ADVERTISING SERVICES	\$100.00
<i>FACEBK ASUSG4KYJ2 - Total For General Fund Govt Wide</i>			<i>\$100.00</i>
FACEBK ASUSG4KYJ2 - ALL DEPARTMENTS			\$100.00

FACEBK F6PJ34KXJ2

FACEBK F6PJ34KXJ2	General Fund Govt Wide	ADVERTISING SERVICES	\$100.00
FACEBK F6PJ34KXJ2 - Total For General Fund Govt Wide			\$100.00
FACEBK F6PJ34KXJ2 - ALL DEPARTMENTS			\$100.00

FACEBK FB4SH4BYJ2

FACEBK FB4SH4BYJ2	General Fund Govt Wide	ADVERTISING SERVICES	\$100.00
FACEBK FB4SH4BYJ2 - Total For General Fund Govt Wide			\$100.00
FACEBK FB4SH4BYJ2 - ALL DEPARTMENTS			\$100.00

FACEBK MDLQN4PXJ2

FACEBK MDLQN4PXJ2	General Fund Govt Wide	ADVERTISING SERVICES	\$2.44
FACEBK MDLQN4PXJ2 - Total For General Fund Govt Wide			\$2.44
FACEBK MDLQN4PXJ2 - ALL DEPARTMENTS			\$2.44

FACEBK YJCY3XXJ2

FACEBK YJCY3XXJ2	General Fund Govt Wide	ADVERTISING SERVICES	\$100.00
FACEBK YJCY3XXJ2 - Total For General Fund Govt Wide			\$100.00
FACEBK YJCY3XXJ2 - ALL DEPARTMENTS			\$100.00

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	Office supplies	\$54.28
FARMER BROTHERS CO - Total For Balefill - Disposal & Landfill			\$54.28
FARMER BROTHERS CO - ALL DEPARTMENTS			\$54.28

FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSIONS	\$184.34
FARMER BROTHERS COFF - Total For Ice Arena - Concessions			\$184.34
FARMER BROTHERS COFF - ALL DEPARTMENTS			\$184.34

FAST STOP #1135

FAST STOP #1135	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$44.65
<i>FAST STOP #1135 - Total For General Fund Govt Wide</i>			<i>\$44.65</i>
FAST STOP #1135 - ALL DEPARTMENTS			\$44.65

FEDEX 81325003

FEDEX 81325003	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$46.36
<i>FEDEX 81325003 - Total For Police Administration</i>			<i>\$46.36</i>
FEDEX 81325003 - ALL DEPARTMENTS			\$46.36

FEDEX 81349374

FEDEX 81349374	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$46.36
<i>FEDEX 81349374 - Total For Police Administration</i>			<i>\$46.36</i>
FEDEX 81349374 - ALL DEPARTMENTS			\$46.36

FEDEX 81364748

FEDEX 81364748	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$46.64
<i>FEDEX 81364748 - Total For Police Administration</i>			<i>\$46.64</i>
FEDEX 81364748 - ALL DEPARTMENTS			\$46.64

FEDEX 81381289

FEDEX 81381289	General Fund Govt Wide	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$46.53
<i>FEDEX 81381289 - Total For General Fund Govt Wide</i>			<i>\$46.53</i>
FEDEX 81381289 - ALL DEPARTMENTS			\$46.53

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Plumbing repair supplies for Ft. Caspar	\$56.85
FERGUSON ENTERPRISES	Buildings & Structures Fund	Plumbing repair parts for Ft. Caspar	\$345.15
<i>FERGUSON ENTERPRISES - Total For Buildings & Structures Fund</i>			<i>\$402.00</i>
FERGUSON ENTERPRISES	Water Distribution	PVC couplings	\$26.00
FERGUSON ENTERPRISES	Water Distribution	WOG THRD 2 PC FP RV FOR PRESSURE TEST MA	\$17.99

<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$43.99
FERGUSON ENTERPRISES	WWTP Operations	PLUMBING Parts	\$323.85
FERGUSON ENTERPRISES	WWTP Operations	Cap	\$32.35
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			\$356.20
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$802.19

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Aquatics - Operations	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Aquatics - Operations</i>			\$20.00
FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Sequential deposit slips	\$50.00
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			\$50.00
FIRST INTERSTATE BAN	Cemetery	Sequential deposit slips	\$10.00
<i>FIRST INTERSTATE BAN - Total For Cemetery</i>			\$10.00
FIRST INTERSTATE BAN	Customer Service	Sequential deposit slips	\$54.57
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			\$54.57
FIRST INTERSTATE BAN	Engineering	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Engineering</i>			\$20.00
FIRST INTERSTATE BAN	Ft. Caspar Museum	Sequential deposit slips	\$40.00
<i>FIRST INTERSTATE BAN - Total For Ft. Caspar Museum</i>			\$40.00
FIRST INTERSTATE BAN	Golf - Operations	Sequential deposit slips	\$10.00
<i>FIRST INTERSTATE BAN - Total For Golf - Operations</i>			\$10.00
FIRST INTERSTATE BAN	Hogadon - Admin	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Hogadon - Admin</i>			\$20.00
FIRST INTERSTATE BAN	Human Resources	Gift cards ordered 05/06/21	\$482.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			\$482.00
FIRST INTERSTATE BAN	Ice Arena - Operations	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Ice Arena - Operations</i>			\$20.00
FIRST INTERSTATE BAN	Metro Animal Shelter	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$20.00
FIRST INTERSTATE BAN	Municipal Court	Sequential deposit slips	\$228.30
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			\$228.30
FIRST INTERSTATE BAN	Parks - Athletic Maint.	Sequential deposit slips	\$10.00
<i>FIRST INTERSTATE BAN - Total For Parks - Athletic Maint.</i>			\$10.00
FIRST INTERSTATE BAN	Planning	Sequential deposit slips	\$40.00
<i>FIRST INTERSTATE BAN - Total For Planning</i>			\$40.00

FIRST INTERSTATE BAN	Police Administration	Sequential deposit slips	\$40.00
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			<i>\$40.00</i>
FIRST INTERSTATE BAN	Rec Center - Admin	Sequential deposit slips	\$20.00
<i>FIRST INTERSTATE BAN - Total For Rec Center - Admin</i>			<i>\$20.00</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$1,084.87

FIRST LINE TECHNOLOG

FIRST LINE TECHNOLOG	General Fund Govt Wide	COMPUTER AND DATA PROCESSING SERVICES	(\$225.00)
FIRST LINE TECHNOLOG	General Fund Govt Wide	COMPUTER AND DATA PROCESSING SERVICES	\$252.00
<i>FIRST LINE TECHNOLOG - Total For General Fund Govt Wide</i>			<i>\$27.00</i>
FIRST LINE TECHNOLOG - ALL DEPARTMENTS			\$27.00

FORESTRY SUPPLIERS I

FORESTRY SUPPLIERS I	General Fund Govt Wide	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$760.60
<i>FORESTRY SUPPLIERS I - Total For General Fund Govt Wide</i>			<i>\$760.60</i>
FORESTRY SUPPLIERS I - ALL DEPARTMENTS			\$760.60

FORMS FULFILLMENT CE

FORMS FULFILLMENT CE	Finance	Accounts Payable Check Stock	\$162.25
<i>FORMS FULFILLMENT CE - Total For Finance</i>			<i>\$162.25</i>
FORMS FULFILLMENT CE - ALL DEPARTMENTS			\$162.25

FSP WINDY CITY DELIV

FSP WINDY CITY DELIV	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$31.50
FSP WINDY CITY DELIV	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$107.19
FSP WINDY CITY DELIV	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$114.98
FSP WINDY CITY DELIV	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$30.56
FSP WINDY CITY DELIV	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$96.60
<i>FSP WINDY CITY DELIV - Total For General Fund Govt Wide</i>			<i>\$380.83</i>
FSP WINDY CITY DELIV - ALL DEPARTMENTS			\$380.83

FVC-WHEATLAND ENERGY

FVC-WHEATLAND ENERGY	Metro Animal Control	AUTOMATED FUEL DISPENSERS	\$33.25
<i>FVC-WHEATLAND ENERGY - Total For Metro Animal Control</i>			\$33.25
FVC-WHEATLAND ENERGY - ALL DEPARTMENTS			\$33.25

GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	General Fund Govt Wide	FLORISTS SUPPLIES,NURSERY STOCK & FLOWER	\$729.59
<i>GALLES GREENHOUSE AN - Total For General Fund Govt Wide</i>			\$729.59
GALLES GREENHOUSE AN - ALL DEPARTMENTS			\$729.59

GALLS

GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$157.50
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$380.00
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$102.60
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$1,157.00
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$66.00
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$150.75
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$116.87
GALLS	General Fund Govt Wide	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$238.50
<i>GALLS - Total For General Fund Govt Wide</i>			\$2,369.22
GALLS - ALL DEPARTMENTS			\$2,369.22

GALLS, INC.

GALLS, INC.	Police Career Services	Gloves	\$27.90
GALLS, INC.	Police Career Services	Uniform	\$105.00
GALLS, INC.	Police Career Services	Uniform	\$23.85
GALLS, INC.	Police Career Services	Uniforms	\$56.94
<i>GALLS, INC. - Total For Police Career Services</i>			\$213.69
GALLS, INC. - ALL DEPARTMENTS			\$213.69

GC BUILDING SUPPLY I

GC BUILDING SUPPLY I	Buildings & Structures Fund	Garage door repair supplies for Ice Arena	\$281.61
GC BUILDING SUPPLY I	Buildings & Structures Fund	Garage door repair supplies for Ice Arena	\$37.08
GC BUILDING SUPPLY I	Buildings & Structures Fund	Garage door repair supplies for Ice Arena	\$77.34

<i>GC BUILDING SUPPLY I - Total For Buildings & Structures Fund</i>			\$396.03
GC BUILDING SUPPLY I - ALL DEPARTMENTS			\$396.03

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	RWS - Booster Stations	100 SY/ROLL STRAW FOR PIONEER TANK DRAIN	\$77.25
<i>GEOTEC INDUSTRIAL SU - Total For RWS - Booster Stations</i>			\$77.25
GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS			\$77.25

GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Baler Processing	Baler bldg supplies	\$409.85
<i>GLOBAL EQUIPMENT COM - Total For Balefill - Baler Processing</i>			\$409.85
GLOBAL EQUIPMENT COM - ALL DEPARTMENTS			\$409.85

GO LAW ENFORCEMENT

GO LAW ENFORCEMENT	Police Career Services	PSCC Telecommunicator Job Recuritment	\$80.00
<i>GO LAW ENFORCEMENT - Total For Police Career Services</i>			\$80.00
GO LAW ENFORCEMENT - ALL DEPARTMENTS			\$80.00

GOBLE SAMPSON ASSOC.

GOBLE SAMPSON ASSOC.	WWTP Regional Interceptors	Tubing	\$320.86
<i>GOBLE SAMPSON ASSOC. - Total For WWTP Regional Interceptors</i>			\$320.86
GOBLE SAMPSON ASSOC. - ALL DEPARTMENTS			\$320.86

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety Training Video's	\$95.00
<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			\$95.00
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	DRUM FUNNEL AND FURNACE FILTERS SPECIAL	\$454.35
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			\$454.35

GRAINGER, INC.	Buildings & Structures Fund	Battery, refrigerant	\$158.19
GRAINGER, INC.	Buildings & Structures Fund	Grinder	\$229.00
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$387.19</i>
GRAINGER, INC.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$13.76
GRAINGER, INC.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$132.62
<i>GRAINGER, INC. - Total For General Fund Govt Wide</i>			<i>\$146.38</i>
GRAINGER, INC.	Water Distribution	Puller set & return	\$0.96
<i>GRAINGER, INC. - Total For Water Distribution</i>			<i>\$0.96</i>
GRAINGER, INC.	WWTP Operations	Bulbs	\$20.53
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$20.53</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$1,009.41

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication MCV		\$581.80
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$581.80</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$581.80

HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Ice Arena - Operations	Plumbing service	\$1,576.00
<i>HAASS CONSTRUCTION C - Total For Ice Arena - Operations</i>			<i>\$1,576.00</i>
HAASS CONSTRUCTION C - ALL DEPARTMENTS			\$1,576.00

HACH CO., CORP.

HACH CO., CORP.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$57.09
<i>HACH CO., CORP. - Total For General Fund Govt Wide</i>			<i>\$57.09</i>
HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$108.14
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$108.14</i>
HACH CO., CORP.	Water Tanks	LAB SUPPLIES	\$1,264.21
<i>HACH CO., CORP. - Total For Water Tanks</i>			<i>\$1,264.21</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,429.44

HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	WWTP Operations	Pump connector	\$769.65
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HAJOCA KEENAN SUPP - Total For WWTP Operations			\$769.65
HAJOCA KEENAN SUPP - ALL DEPARTMENTS			\$769.65

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	General Fund Govt Wide	HARDWARE STORES	\$23.95
HARBOR FREIGHT TOOLS - Total For General Fund Govt Wide			\$23.95
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$23.95

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Sewer Wastewater Collection Risk and Resilience Assessment		\$8,434.90
HDR ENGINEERING, INC - Total For Sewer Wastewater Collection			\$8,434.90
HDR ENGINEERING, INC	Water Tanks	Water Rights Supply Studies 20	\$2,328.75
HDR ENGINEERING, INC - Total For Water Tanks			\$2,328.75
HDR ENGINEERING, INC	WWTP Operations	Risk and Resilience Assessment	\$8,434.90
HDR ENGINEERING, INC - Total For WWTP Operations			\$8,434.90
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$19,198.55

HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC	WWTP Operations	Batteries	\$53.97
HENSLEY BATTERY&ELEC	WWTP Operations	Batteries	\$66.52
HENSLEY BATTERY&ELEC - Total For WWTP Operations			\$120.49
HENSLEY BATTERY&ELEC - ALL DEPARTMENTS			\$120.49

HILTON GARDEN INN

HILTON GARDEN INN	Metro Animal Control	Training	\$547.05
HILTON GARDEN INN	Metro Animal Control	Training	\$547.05
HILTON GARDEN INN - Total For Metro Animal Control			\$1,094.10
HILTON GARDEN INN - ALL DEPARTMENTS			\$1,094.10

HILTON PALMER HOUSE

HILTON PALMER HOUSE	General Fund Govt Wide	HILTON	(\$186.67)
HILTON PALMER HOUSE - Total For General Fund Govt Wide			(\$186.67)

HILTON PALMER HOUSE - ALL DEPARTMENTS

(\$186.67)

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Water Distribution	Fuel	\$3,527.00
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<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			\$3,527.00
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HOMAX OIL SALES, INC - ALL DEPARTMENTS

\$3,527.00

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Golf - Operations	1 inch hose	\$20.72
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<i>HOSE & RUBBER SUPPLY - Total For Golf - Operations</i>			\$20.72
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HOSE & RUBBER SUPPLY	Sewer Wastewater Collection repair parts for 660316		\$97.56
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<i>HOSE & RUBBER SUPPLY - Total For Sewer Wastewater Collection</i>			\$97.56
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HOSE & RUBBER SUPPLY	Traffic Control	New paint hose for filling stripers from tote	\$99.25
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<i>HOSE & RUBBER SUPPLY - Total For Traffic Control</i>			\$99.25
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HOSE & RUBBER SUPPLY	Water Distribution	GATES HYDRAULIC HOSE	\$53.23
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<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			\$53.23
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HOSE & RUBBER SUPPLY - ALL DEPARTMENTS

\$270.76

HP INC

HP INC	Capital Projects Fund	8 Getac computers, 3 BWC	\$4,893.76
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<i>HP INC - Total For Capital Projects Fund</i>			\$4,893.76
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HP INC - ALL DEPARTMENTS

\$4,893.76

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Water Tanks	CY booster SCADA	\$1,312.50
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<i>HYDRO OPTIMIZATION & - Total For Water Tanks</i>			\$1,312.50
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HYDRO OPTIMIZATION & - ALL DEPARTMENTS

\$1,312.50

IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	General Fund Govt Wide	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$366.45
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<i>IDEXX DISTRIBUTION I - Total For General Fund Govt Wide</i>			\$366.45
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IDEXX DISTRIBUTION I - ALL DEPARTMENTS	\$366.45
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INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Baler bldg supplies	\$240.00
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<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			<i>\$240.00</i>
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INDUSTRIAL SCREEN & - ALL DEPARTMENTS	\$240.00
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INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Govt Wide	BOOKS,PERIODICALS AND NEWSPAPERS	\$53.68
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INGRAM BOOK COMPANY	General Fund Govt Wide	BOOKS,PERIODICALS AND NEWSPAPERS	\$39.26
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INGRAM BOOK COMPANY	General Fund Govt Wide	BOOKS,PERIODICALS AND NEWSPAPERS	\$272.58
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<i>INGRAM BOOK COMPANY - Total For General Fund Govt Wide</i>			<i>\$365.52</i>
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INGRAM BOOK COMPANY - ALL DEPARTMENTS	\$365.52
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INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	General Fund Govt Wide	MISCELLANEOUS REPAIR SHOPS AND RELATED S	\$432.57
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<i>INTERMOUNTAIN MOTOR - Total For General Fund Govt Wide</i>			<i>\$432.57</i>
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INTERMOUNTAIN MOTOR - ALL DEPARTMENTS	\$432.57
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INTERNATIONAL INSTIT

INTERNATIONAL INSTIT	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$215.00
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<i>INTERNATIONAL INSTIT - Total For General Fund Govt Wide</i>			<i>\$215.00</i>
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INTERNATIONAL INSTIT - ALL DEPARTMENTS	\$215.00
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INTUIT, INC.

INTUIT, INC.	Fire-EMS Operations	Keyhole Outdoor Living - Gas Grill	\$775.00
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<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$775.00</i>
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INTUIT, INC.	General Fund Govt Wide	CLEANING AND MAINTENANCE, JANITORIAL SER	\$1,693.20
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INTUIT, INC.	General Fund Govt Wide	CLEANING AND MAINTENANCE, JANITORIAL SER	\$1,978.22
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INTUIT, INC.	General Fund Govt Wide	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$1,100.00
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INTUIT, INC.	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$550.00
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<i>INTUIT, INC. - Total For General Fund Govt Wide</i>			<i>\$5,321.42</i>
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INTUIT, INC.	Police Career Services	THE BLUE LINE - PSCC JOB POSTING	\$298.00
<i>INTUIT, INC. - Total For Police Career Services</i>			<i>\$298.00</i>
INTUIT, INC.	Police Federal Grants	UPRISING TRAINING	\$200.00
<i>INTUIT, INC. - Total For Police Federal Grants</i>			<i>\$200.00</i>
INTUIT, INC.	Police Patrol	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$350.00
<i>INTUIT, INC. - Total For Police Patrol</i>			<i>\$350.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$6,944.42

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	WWTP Operations	Temporary generators	\$38,653.13
<i>ITC ELECTRICAL TECHN - Total For WWTP Operations</i>			<i>\$38,653.13</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$38,653.13

JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$63,927.82
<i>JACOBS ENGINEERING G - Total For WWTP Operations</i>			<i>\$63,927.82</i>
JACOBS ENGINEERING G - ALL DEPARTMENTS			\$63,927.82

JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	General Fund Govt Wide	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$1,653.63
JC GOLF ACCESSORIES	General Fund Govt Wide	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$379.61
<i>JC GOLF ACCESSORIES - Total For General Fund Govt Wide</i>			<i>\$2,033.24</i>
JC GOLF ACCESSORIES - ALL DEPARTMENTS			\$2,033.24

JIMMY JOHNS -

JIMMY JOHNS -	Municipal Court	LUNCH FOR JURORS	\$62.94
<i>JIMMY JOHNS - - Total For Municipal Court</i>			<i>\$62.94</i>
JIMMY JOHNS - - ALL DEPARTMENTS			\$62.94

JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Prof Svcs 2021 Landfill Survey	\$4,158.50
<i>JKC ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$4,158.50</i>

JKC ENGINEERING - ALL DEPARTMENTS

\$4,158.50

KEG STEAKHOUSE AND B

KEG STEAKHOUSE AND B	Police Investigations	Training	\$34.52
KEG STEAKHOUSE AND B	Police Investigations	Training	\$104.44
KEG STEAKHOUSE AND B	Police Investigations	Training	\$22.62
KEG STEAKHOUSE AND B	Police Investigations	Training	\$33.52

KEG STEAKHOUSE AND B - Total For Police Investigations \$195.10

KEG STEAKHOUSE AND B - ALL DEPARTMENTS

\$195.10

KELLY'S CONVENIENCE

KELLY'S CONVENIENCE	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$31.64
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KELLY'S CONVENIENCE - Total For General Fund Govt Wide \$31.64

KELLY'S CONVENIENCE - ALL DEPARTMENTS

\$31.64

KISTLER TENT AND AWN

KISTLER TENT AND AWN	Water Distribution	US flags	\$130.00
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KISTLER TENT AND AWN - Total For Water Distribution \$130.00

KISTLER TENT AND AWN - ALL DEPARTMENTS

\$130.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Concrete	\$353.80
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KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill \$353.80

KNIFE RIVER/JTL	Capital Projects Fund	Goodstein Parking Lot Improvem	\$14,157.61
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KNIFE RIVER/JTL - Total For Capital Projects Fund \$14,157.61

KNIFE RIVER/JTL	Streets	Plant mix	\$359.60
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KNIFE RIVER/JTL	Streets	Plant mix	\$932.64
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KNIFE RIVER/JTL	Streets	Plant mix	\$582.90
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KNIFE RIVER/JTL - Total For Streets \$1,875.14

KNIFE RIVER/JTL - ALL DEPARTMENTS

\$16,386.55

LARAMIE AREA VISITOR

LARAMIE AREA VISITOR	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$205.00
<i>LARAMIE AREA VISITOR - Total For General Fund Govt Wide</i>			<i>\$205.00</i>
LARAMIE AREA VISITOR - ALL DEPARTMENTS			\$205.00

LEIGH INDUSTRIES LTD

LEIGH INDUSTRIES LTD	Buildings & Structures Fund	BAS shop tools	\$15.08
<i>LEIGH INDUSTRIES LTD - Total For Buildings & Structures Fund</i>			<i>\$15.08</i>
LEIGH INDUSTRIES LTD - ALL DEPARTMENTS			\$15.08

LETZ'S RADIO SUPPLY

LETZ'S RADIO SUPPLY	General Fund Govt Wide	ELECTRONIC SALES	\$299.00
<i>LETZ'S RADIO SUPPLY - Total For General Fund Govt Wide</i>			<i>\$299.00</i>
LETZ'S RADIO SUPPLY - ALL DEPARTMENTS			\$299.00

LITTLE AMERICA

LITTLE AMERICA	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$65.78
<i>LITTLE AMERICA - Total For General Fund Govt Wide</i>			<i>\$65.78</i>
LITTLE AMERICA	Police Investigations	Training	\$21.69
<i>LITTLE AMERICA - Total For Police Investigations</i>			<i>\$21.69</i>
LITTLE AMERICA - ALL DEPARTMENTS			\$87.47

LIVEACTIONSAFETY.COM

LIVEACTIONSAFETY.COM	Fire-EMS Operations	Titan II reusable soft stretcher	\$186.13
<i>LIVEACTIONSAFETY.COM - Total For Fire-EMS Operations</i>			<i>\$186.13</i>
LIVEACTIONSAFETY.COM - ALL DEPARTMENTS			\$186.13

LOAF N JUG #0106

LOAF N JUG #0106	General Fund Govt Wide	SERVICE STATIONS	\$46.18
<i>LOAF N JUG #0106 - Total For General Fund Govt Wide</i>			<i>\$46.18</i>
LOAF N JUG #0106 - ALL DEPARTMENTS			\$46.18

LOAF N JUG #0109

LOAF N JUG #0109	General Fund Govt Wide	SERVICE STATIONS	\$16.91
<i>LOAF N JUG #0109 - Total For General Fund Govt Wide</i>			<i>\$16.91</i>
LOAF N JUG #0109 - ALL DEPARTMENTS			\$16.91

LOAF N JUG #0119

LOAF N JUG #0119	Police Investigations	Training	\$18.60
LOAF N JUG #0119	Police Investigations	Training	\$18.93
LOAF N JUG #0119	Police Investigations	Training	\$25.17
LOAF N JUG #0119	Police Investigations	Training	\$16.10
LOAF N JUG #0119	Police Investigations	Training	\$28.53
LOAF N JUG #0119	Police Investigations	Training	\$32.20
<i>LOAF N JUG #0119 - Total For Police Investigations</i>			<i>\$139.53</i>
LOAF N JUG #0119 - ALL DEPARTMENTS			\$139.53

LOAF N JUG #0157

LOAF N JUG #0157	General Fund Govt Wide	SERVICE STATIONS	\$14.93
LOAF N JUG #0157	General Fund Govt Wide	SERVICE STATIONS	\$7.17
<i>LOAF N JUG #0157 - Total For General Fund Govt Wide</i>			<i>\$22.10</i>
LOAF N JUG #0157 - ALL DEPARTMENTS			\$22.10

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Long Quarterly	\$2,885.00
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$2,885.00</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$2,885.00

LUM STUDIO

LUM STUDIO	Planning	Website maintenance	\$450.00
<i>LUM STUDIO - Total For Planning</i>			<i>\$450.00</i>
LUM STUDIO - ALL DEPARTMENTS			\$450.00

MANLEY BROS. OF INDI

MANLEY BROS. OF INDI	Regional Water Operations	Silica Sand	\$7,815.00
MANLEY BROS. OF INDI - Total For Regional Water Operations			\$7,815.00
MANLEY BROS. OF INDI - ALL DEPARTMENTS			\$7,815.00

MAVERIK #344

MAVERIK #344	Police Administration	AUTOMATED FUEL DISPENSERS	\$21.41
MAVERIK #344 - Total For Police Administration			\$21.41
MAVERIK #344 - ALL DEPARTMENTS			\$21.41

MAVERIK #577

MAVERIK #577	General Fund Govt Wide	SERVICE STATIONS	\$2.50
MAVERIK #577	General Fund Govt Wide	SERVICE STATIONS	\$1.39
MAVERIK #577 - Total For General Fund Govt Wide			\$3.89
MAVERIK #577 - ALL DEPARTMENTS			\$3.89

MCDONALD'S F12500

MCDONALD'S F12500	General Fund Govt Wide	FAST FOOD RESTAURANTS	\$9.21
MCDONALD'S F12500 - Total For General Fund Govt Wide			\$9.21
MCDONALD'S F12500 - ALL DEPARTMENTS			\$9.21

MCDONALD'S F14293

MCDONALD'S F14293	General Fund Govt Wide	FAST FOOD RESTAURANTS	\$10.46
MCDONALD'S F14293 - Total For General Fund Govt Wide			\$10.46
MCDONALD'S F14293 - ALL DEPARTMENTS			\$10.46

MCMASTER-CARR

MCMASTER-CARR	WWTP Operations	Check valve	\$366.36
MCMASTER-CARR	WWTP Operations	Plumbing parts	\$173.94
MCMASTER-CARR	WWTP Operations	Fittings	\$149.20
MCMASTER-CARR	WWTP Operations	Water line	\$52.81

MCMASTER-CARR - Total For WWTP Operations	\$742.31
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MCMASTER-CARR - ALL DEPARTMENTS	\$742.31
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MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Fire-EMS Training	CRR and Admin member physicals	\$2,694.00
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MEMORIAL HOSPITAL - Total For Fire-EMS Training			\$2,694.00
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MEMORIAL HOSPITAL	Property Insurance Fund	Fire hearing tests	\$320.00
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MEMORIAL HOSPITAL	Property Insurance Fund	Fire hearing tests	\$280.00
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MEMORIAL HOSPITAL - Total For Property Insurance Fund			\$600.00
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MEMORIAL HOSPITAL - ALL DEPARTMENTS	\$3,294.00
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MENARDS CASPER WY

MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$35.27
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$56.04
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$17.98
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$201.93
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	(\$14.62)
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$53.61
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MENARDS CASPER WY	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$2.22
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MENARDS CASPER WY - Total For General Fund Govt Wide			\$352.43
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MENARDS CASPER WY	Sewer Wastewater Collection safety supplies		\$69.96
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MENARDS CASPER WY - Total For Sewer Wastewater Collection			\$69.96
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MENARDS CASPER WY	Streets	53 Bags Crafc0 HP Concrete Patch	\$1,324.47
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MENARDS CASPER WY - Total For Streets			\$1,324.47
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MENARDS CASPER WY - ALL DEPARTMENTS	\$1,746.86
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MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$95.52
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MIDLAND SCIENTIFIC I	WWTP Operations	LAB supplies	\$78.77
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MIDLAND SCIENTIFIC I	WWTP Operations	Buffer	\$45.73
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MIDLAND SCIENTIFIC I - Total For WWTP Operations			\$220.02
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MIDLAND SCIENTIFIC I - ALL DEPARTMENTS	\$220.02
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MIDWAYUSA COM

MIDWAYUSA COM	General Fund Govt Wide	SPORTING GOODS STORES	\$262.49
<i>MIDWAYUSA COM - Total For General Fund Govt Wide</i>			<i>\$262.49</i>
MIDWAYUSA COM - ALL DEPARTMENTS			\$262.49

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Filters	\$1,468.70
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$1,468.70</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$1,468.70

MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP Operations	Parts for skidsteer	\$68.91
<i>MOTION INDUSTRIES - Total For WWTP Operations</i>			<i>\$68.91</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$68.91

MOUNTAIN SCALES

MOUNTAIN SCALES	General Fund Govt Wide	MISCELLANEOUS REPAIR SHOPS AND RELATED S	\$346.00
<i>MOUNTAIN SCALES - Total For General Fund Govt Wide</i>			<i>\$346.00</i>
MOUNTAIN SCALES - ALL DEPARTMENTS			\$346.00

MOUNTAIN SPORTS

MOUNTAIN SPORTS	Police Traffic Enforcement	Bike patrol Garrett	\$928.43
<i>MOUNTAIN SPORTS - Total For Police Traffic Enforcement</i>			<i>\$928.43</i>
MOUNTAIN SPORTS - ALL DEPARTMENTS			\$928.43

MOUNTAIN STATE EMPLO

MOUNTAIN STATE EMPLO	General Fund Govt Wide	LEGAL SERVICES, ATTORNEYS	\$930.00
<i>MOUNTAIN STATE EMPLO - Total For General Fund Govt Wide</i>			<i>\$930.00</i>
MOUNTAIN STATE EMPLO - ALL DEPARTMENTS			\$930.00

MOUNTAIN STATES PLAS

MOUNTAIN STATES PLAS	Cemetery	Trash Bags	\$501.06
<i>MOUNTAIN STATES PLAS - Total For Cemetery</i>			<i>\$501.06</i>
MOUNTAIN STATES PLAS	Parks - Athletic Maint.	Trash Bags	\$1,002.12
<i>MOUNTAIN STATES PLAS - Total For Parks - Athletic Maint.</i>			<i>\$1,002.12</i>
MOUNTAIN STATES PLAS	Parks - Special Areas	Trash Bags	\$1,002.12
<i>MOUNTAIN STATES PLAS - Total For Parks - Special Areas</i>			<i>\$1,002.12</i>
MOUNTAIN STATES PLAS	Weed & Pest Fund	Trash Bags	\$1,073.70
<i>MOUNTAIN STATES PLAS - Total For Weed & Pest Fund</i>			<i>\$1,073.70</i>
MOUNTAIN STATES PLAS - ALL DEPARTMENTS			\$3,579.00

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Buildings & Structures Fund	Services at Miller House	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Buildings & Structures Fund</i>			<i>\$49.95</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$49.95

MSC

MSC	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$47.36
<i>MSC - Total For General Fund Govt Wide</i>			<i>\$47.36</i>
MSC - ALL DEPARTMENTS			\$47.36

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Bullard Helmet and goggle sleeve	\$387.00
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			<i>\$387.00</i>
MUNICIPAL EMERGENCY	General Fund Govt Wide	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$1,161.00
<i>MUNICIPAL EMERGENCY - Total For General Fund Govt Wide</i>			<i>\$1,161.00</i>
MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$1,548.00

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	BALER CANVAS	\$69.98
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Baler Processing</i>			<i>\$69.98</i>
MURDOCH'S RANCH&HOM	RWS - Booster Stations	Utility pump	\$139.99

MURDOCH'S RANCH&HOME - Total For RWS - Booster Stations	\$139.99
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS	\$209.97

MUTTON POWER EQUIPME

MUTTON POWER EQUIPME	General Fund Govt Wide	MISCELLANEOUS AUTOMOTIVE DEALERS	\$49.56
MUTTON POWER EQUIPME - Total For General Fund Govt Wide			\$49.56
MUTTON POWER EQUIPME - ALL DEPARTMENTS			\$49.56

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	Baler bldg supplies	\$672.24
NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing			\$672.24
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2021 Charges	\$305.66
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2021 Charges	\$79,237.07
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2021 Charges	\$12,123.41
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2021 Charges	\$720.10
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2021 Charges	\$1,669.27
NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund			\$94,055.51
NAPA AUTO PARTS CORP	General Fund Govt Wide	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$6.29
NAPA AUTO PARTS CORP - Total For General Fund Govt Wide			\$6.29
NAPA AUTO PARTS CORP	Water Distribution	spark plug & air filter for pressure test machine	\$13.30
NAPA AUTO PARTS CORP - Total For Water Distribution			\$13.30
NAPA AUTO PARTS CORP	WWTP Operations	Hub cap	\$28.69
NAPA AUTO PARTS CORP - Total For WWTP Operations			\$28.69
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$94,776.03

NATARE CORPORATION

NATARE CORPORATION	Capital Projects Fund	Installation of Liner PV & MK	\$1,600.00
NATARE CORPORATION	Capital Projects Fund	Contract Withholding: 20300402	\$5,690.24
NATARE CORPORATION - Total For Capital Projects Fund			\$7,290.24
NATARE CORPORATION - ALL DEPARTMENTS			\$7,290.24

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Feb 2021 prisoner housing	\$71,784.16
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NATRONA COUNTY OFFIC - Total For Police Administration			\$71,784.16
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$71,784.16

NCL OF WISCONSIN INC

NCL OF WISCONSIN INC	General Fund Govt Wide	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$67.45
NCL OF WISCONSIN INC - Total For General Fund Govt Wide			\$67.45
NCL OF WISCONSIN INC - ALL DEPARTMENTS			\$67.45

NFPA NATL FIRE PROTE

NFPA NATL FIRE PROTE	Fire-EMS Training	NFPA 1932 written standard for ladder testing	\$104.95
NFPA NATL FIRE PROTE - Total For Fire-EMS Training			\$104.95
NFPA NATL FIRE PROTE - ALL DEPARTMENTS			\$104.95

NOLAND FEED

NOLAND FEED	General Fund Govt Wide	MISCELLANEOUS AND RETAIL STORES	\$278.86
NOLAND FEED	General Fund Govt Wide	MISCELLANEOUS AND RETAIL STORES	\$372.82
NOLAND FEED - Total For General Fund Govt Wide			\$651.68
NOLAND FEED	Metro Animal Shelter	Animal food	\$846.65
NOLAND FEED - Total For Metro Animal Shelter			\$846.65
NOLAND FEED	Police Canine Operations	MISCELLANEOUS AND RETAIL STORES	\$95.68
NOLAND FEED	Police Canine Operations	FOOD FOR BANJO	\$106.50
NOLAND FEED - Total For Police Canine Operations			\$202.18
NOLAND FEED - ALL DEPARTMENTS			\$1,700.51

NOODLES & CO

NOODLES & CO	Police Investigations	Training	\$21.48
NOODLES & CO	Police Investigations	Training	\$19.44
NOODLES & CO	Police Investigations	Training	\$21.68
NOODLES & CO - Total For Police Investigations			\$62.60
NOODLES & CO - ALL DEPARTMENTS			\$62.60

NORCO, INC.

NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$140.40
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$140.40</i>
NORCO, INC.	General Fund Govt Wide	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$610.25
NORCO, INC.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$865.00
NORCO, INC.	General Fund Govt Wide	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$540.92
NORCO, INC.	General Fund Govt Wide	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$42.08
<i>NORCO, INC. - Total For General Fund Govt Wide</i>			<i>\$2,058.25</i>
NORCO, INC.	Ice Arena - Operations	CUSTODIAL SUPPLIES NORCO	\$62.31
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			<i>\$62.31</i>
NORCO, INC.	Metro Animal Shelter	DISINFECTING SUPPLIES	\$922.72
NORCO, INC.	Metro Animal Shelter	Sanitizing supplies	\$922.72
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$1,845.44</i>
NORCO, INC.	Regional Water Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$21.15
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$21.15</i>
NORCO, INC.	Streets	1 Box Backordered Rocket Earplugs	\$89.57
<i>NORCO, INC. - Total For Streets</i>			<i>\$89.57</i>
NORCO, INC.	Water Distribution	Hard hats, ear muffs	\$104.99
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$104.99</i>
NORCO, INC. - ALL DEPARTMENTS			\$4,322.11

NORTHSHOREDOORPARTS

NORTHSHOREDOORPARTS	Buildings & Structures Fund	Supplies to repair Ice Arena Garage Door	\$169.73
<i>NORTHSHOREDOORPARTS - Total For Buildings & Structures Fund</i>			<i>\$169.73</i>
NORTHSHOREDOORPARTS - ALL DEPARTMENTS			\$169.73

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Baler bldg supplies	\$114.00
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Baler bldg supplies	\$1,317.20
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$1,431.20</i>
NORTHWEST CONTRACTOR	Regional Water Operations	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$49.92
<i>NORTHWEST CONTRACTOR - Total For Regional Water Operations</i>			<i>\$49.92</i>
NORTHWEST CONTRACTOR	Water Meters	pin flags	\$44.16
<i>NORTHWEST CONTRACTOR - Total For Water Meters</i>			<i>\$44.16</i>

NORTHWEST CONTRACTOR - ALL DEPARTMENTS	\$1,525.28
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OFFICE DEPOT

OFFICE DEPOT	Human Resources	4 boxes of 10, Full-Time Personnel Folders	\$115.92
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<i>OFFICE DEPOT - Total For Human Resources</i>			<i>\$115.92</i>
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OFFICE DEPOT - ALL DEPARTMENTS	\$115.92
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ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection April 2021 CDC Code ECC	\$385.76
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<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>		<i>\$385.76</i>
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ONE CALL OF WY.	Traffic Control	April 2021 CDC Code CST	\$213.75
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<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$213.75</i>
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ONE CALL OF WY.	Water Distribution	April 2021 CDC Code ECC	\$471.49
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<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$471.49</i>
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ONE CALL OF WY. - ALL DEPARTMENTS	\$1,071.00
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O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Baler Processing	BALER GLASS CLEANER	\$72.91
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<i>O'REILLY AUTO PARTS - Total For Balefill - Baler Processing</i>			<i>\$72.91</i>
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O'REILLY AUTO PARTS	General Fund Govt Wide	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$21.97
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O'REILLY AUTO PARTS	General Fund Govt Wide	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$3.99
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<i>O'REILLY AUTO PARTS - Total For General Fund Govt Wide</i>			<i>\$25.96</i>
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O'REILLY AUTO PARTS - ALL DEPARTMENTS	\$98.87
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OVERHEAD DOOR CO

OVERHEAD DOOR CO	Property Insurance Fund	Garage door repair	\$1,497.00
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<i>OVERHEAD DOOR CO - Total For Property Insurance Fund</i>			<i>\$1,497.00</i>
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OVERHEAD DOOR CO - ALL DEPARTMENTS	\$1,497.00
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PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING LABORATORIES	\$313.00
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PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING LABORATORIES	\$744.00
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PACE ANALYTICAL SERV - Total For WWTP Pretreatment			\$1,057.00
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$1,057.00

PANCHOS MEXICAN REST

PANCHOS MEXICAN REST	General Fund Govt Wide	FAST FOOD RESTAURANTS	\$72.08
PANCHOS MEXICAN REST - Total For General Fund Govt Wide			\$72.08
PANCHOS MEXICAN REST - ALL DEPARTMENTS			\$72.08

PANERA BREAD

PANERA BREAD	Police Investigations	Training	\$16.15
PANERA BREAD	Police Investigations	Training	\$18.83
PANERA BREAD	Police Investigations	Training	\$25.69
PANERA BREAD - Total For Police Investigations			\$60.67
PANERA BREAD - ALL DEPARTMENTS			\$60.67

PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	Parts	\$525.00
PARTSMASTER - Total For Fleet Maintenance Fund			\$525.00
PARTSMASTER - ALL DEPARTMENTS			\$525.00

PAYPAL BOSS COINS

PAYPAL BOSS COINS	General Fund Govt Wide	STAMP & COIN STORES-PHILATELIC & NUMISM	\$979.20
PAYPAL BOSS COINS - Total For General Fund Govt Wide			\$979.20
PAYPAL BOSS COINS - ALL DEPARTMENTS			\$979.20

PAYPAL COLOWYOMUS

PAYPAL COLOWYOMUS	General Fund Govt Wide	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$20.00
PAYPAL COLOWYOMUS - Total For General Fund Govt Wide			\$20.00
PAYPAL COLOWYOMUS - ALL DEPARTMENTS			\$20.00

PETCO 1456

PETCO 1456	General Fund Govt Wide	PET SHOPS-PET FOOD AND SUPPLY STORES	\$189.98
<i>PETCO 1456 - Total For General Fund Govt Wide</i>			<i>\$189.98</i>
PETCO 1456	Metro Animal Shelter	Dog training tools	\$141.59
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$141.59</i>
PETCO 1456 - ALL DEPARTMENTS			\$331.57

PETSMART #3082

PETSMART #3082	Metro Animal Shelter	Training items	\$50.79
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$50.79</i>
PETSMART #3082 - ALL DEPARTMENTS			\$50.79

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Postage/mailing services	\$2,320.95
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$2,320.95</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$2,320.95

PRECISIONRIFLEWORKSH

PRECISIONRIFLEWORKSH	General Fund Govt Wide	MISCELLANEOUS PERSONAL SERVICES	\$595.00
<i>PRECISIONRIFLEWORKSH - Total For General Fund Govt Wide</i>			<i>\$595.00</i>
PRECISIONRIFLEWORKSH - ALL DEPARTMENTS			\$595.00

PRIMA

PRIMA	Risk Management	PRIMA virtual conference 2021 registration - R	\$315.00
<i>PRIMA - Total For Risk Management</i>			<i>\$315.00</i>
PRIMA - ALL DEPARTMENTS			\$315.00

PRINTWORKS

PRINTWORKS	Code Enforcement	Office supplies	\$152.14
<i>PRINTWORKS - Total For Code Enforcement</i>			<i>\$152.14</i>
PRINTWORKS - ALL DEPARTMENTS			\$152.14

PROFESSIONAL CLEANIN

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

PROFORM.COM

PROFORM.COM	Balefill - Disposal & Landfill	CARBON ADJUST BENCH	\$249.05
PROFORM.COM	Balefill - Disposal & Landfill	STRENGTH POWER RACK	\$599.05
PROFORM.COM	Balefill - Disposal & Landfill	PRO FORM 25 LB SELECT A WEIGHT	\$198.90
<i>PROFORM.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$1,047.00</i>
PROFORM.COM - ALL DEPARTMENTS			\$1,047.00

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Operations	Shop supplies	\$24.27
<i>PURVIS INDUSTRIES - Total For WWTP Operations</i>			<i>\$24.27</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$24.27

QDOBA 2020

QDOBA 2020	Police Investigations	Training	\$32.00
<i>QDOBA 2020 - Total For Police Investigations</i>			<i>\$32.00</i>
QDOBA 2020 - ALL DEPARTMENTS			\$32.00

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	OFFICE CHAIR FOR T.COTTENOIR	\$225.63
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$225.63</i>
QUALITY OFFICE SOLUT	WWTP Operations	Office supplies	\$81.99
<i>QUALITY OFFICE SOLUT - Total For WWTP Operations</i>			<i>\$81.99</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$307.62

RED ROBIN NO

RED ROBIN NO	Police Investigations	Training	\$38.43
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<i>RED ROBIN NO - Total For Police Investigations</i>			\$38.43
RED ROBIN NO - ALL DEPARTMENTS			\$38.43
REED'S AUTOMOTIVE &			
REED'S AUTOMOTIVE &	Fire-EMS Operations	Exhaust Pipe for Brush 2	\$30.33
<i>REED'S AUTOMOTIVE & - Total For Fire-EMS Operations</i>			\$30.33
REED'S AUTOMOTIVE & - ALL DEPARTMENTS			\$30.33
REGENCY MIDWEST VENT			
REGENCY MIDWEST VENT	Police Grants Fund	Acct #100113 Banquet room/food	\$10,720.46
<i>REGENCY MIDWEST VENT - Total For Police Grants Fund</i>			\$10,720.46
REGENCY MIDWEST VENT - ALL DEPARTMENTS			\$10,720.46
REXEL USA INC			
REXEL USA INC	Balefill - Baler Processing	Return of baler parts	(\$1,041.10)
REXEL USA INC	Balefill - Baler Processing	Return of baler parts	(\$1,601.69)
<i>REXEL USA INC - Total For Balefill - Baler Processing</i>			(\$2,642.79)
REXEL USA INC	Balefill - Disposal & Landfill	Emergency light	\$44.63
REXEL USA INC	Balefill - Disposal & Landfill	Baler parts	\$1,997.74
REXEL USA INC	Balefill - Disposal & Landfill	Baler parts	\$1,736.09
REXEL USA INC	Balefill - Disposal & Landfill	Baler parts	\$1,679.21
REXEL USA INC	Balefill - Disposal & Landfill	Return of parts	(\$1,601.69)
<i>REXEL USA INC - Total For Balefill - Disposal & Landfill</i>			\$3,855.98
REXEL USA INC - ALL DEPARTMENTS			\$1,213.19
RICOH USA INC			
RICOH USA INC	Code Enforcement	Office equipment services	\$38.99
RICOH USA INC	Code Enforcement	Office equipment services	\$466.09
<i>RICOH USA INC - Total For Code Enforcement</i>			\$505.08
RICOH USA INC	Police Administration	Office supplies	\$320.54
<i>RICOH USA INC - Total For Police Administration</i>			\$320.54
RICOH USA INC - ALL DEPARTMENTS			\$825.62

RIGHT WAY AUCTION

RIGHT WAY AUCTION	General Fund Govt Wide	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$1,149.89
<i>RIGHT WAY AUCTION - Total For General Fund Govt Wide</i>			<i>\$1,149.89</i>
RIGHT WAY AUCTION - ALL DEPARTMENTS			\$1,149.89

RIVERSIDE HOTEL

RIVERSIDE HOTEL	General Fund Govt Wide	LODGING, HOTELS, MOTELS, RESORTS	\$676.00
<i>RIVERSIDE HOTEL - Total For General Fund Govt Wide</i>			<i>\$676.00</i>
RIVERSIDE HOTEL - ALL DEPARTMENTS			\$676.00

ROADSAFE 3101

ROADSAFE 3101	Traffic Control	100 - 24" and 50 - 30" aluminum sign blanks for	\$1,573.35
ROADSAFE 3101	Traffic Control	75 - 36" aluminum sign blanks for repairs	\$1,083.35
<i>ROADSAFE 3101 - Total For Traffic Control</i>			<i>\$2,656.70</i>
ROADSAFE 3101 - ALL DEPARTMENTS			\$2,656.70

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$554.07
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$554.07</i>
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$445.74
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$445.74</i>
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,019.02
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,019.02</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$3,023.94
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,023.94</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$1,994.86
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$733.74
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$2,728.60</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$512.07
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$512.07</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$4,502.56
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$4,502.56</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$847.82

<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$847.82
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$527.89
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$527.89
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$31.28
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$31.28
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-151 7	\$301.83
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-093 1	\$302.43
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$604.26
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$58.83
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$58.83
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$2,575.81
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$2,575.81
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$89,028.48
ROCKY MOUNTAIN POWER	Traffic Control	Acct #60445507-010 1	\$2.56
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-118 6	\$140.55
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$89,171.59
ROCKY MOUNTAIN POWER	Water Tanks	Acct #5470761-148 3	\$43.21
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-002 2	\$92.31
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$74.85
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$210.37
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$106,813.85

ROGUE MECHANICAL

ROGUE MECHANICAL	Golf - Operations	Fire Suppression System	\$23,970.00
<i>ROGUE MECHANICAL - Total For Golf - Operations</i>			\$23,970.00
ROGUE MECHANICAL - ALL DEPARTMENTS			\$23,970.00

Router

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$292.22
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$80.00
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$331.65
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$987.14
<i>Router - Total For Parks - Parks Maint.</i>			\$2,006.89

Rooter - ALL DEPARTMENTS

\$2,006.89

SALLY S CLASSIC PIZZ

SALLY S CLASSIC PIZZ	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$28.00
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<i>SALLY S CLASSIC PIZZ - Total For General Fund Govt Wide</i>			\$28.00
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SALLY S CLASSIC PIZZ - ALL DEPARTMENTS

\$28.00

SAMS CLUB #6425

SAMS CLUB #6425	General Fund Govt Wide	WHOLESALE CLUBS	\$167.83
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SAMS CLUB #6425	General Fund Govt Wide	WHOLESALE CLUBS	\$103.72
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<i>SAMS CLUB #6425 - Total For General Fund Govt Wide</i>			\$271.55
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SAMS CLUB #6425	Ice Arena - Operations	CUSTODIAL SUPPLIES	\$273.82
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<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			\$273.82
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SAMS CLUB #6425	Information Services	Coffee	\$53.88
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<i>SAMS CLUB #6425 - Total For Information Services</i>			\$53.88
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SAMS CLUB #6425 - ALL DEPARTMENTS

\$599.25

SAMS MEMBERSHIP

SAMS MEMBERSHIP	General Fund Govt Wide	Membership Renewal	\$100.00
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SAMS MEMBERSHIP	General Fund Govt Wide	WHOLESALE CLUBS	\$100.00
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<i>SAMS MEMBERSHIP - Total For General Fund Govt Wide</i>			\$200.00
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SAMS MEMBERSHIP - ALL DEPARTMENTS

\$200.00

SAMSCLUB #6425

SAMSCLUB #6425	General Fund Govt Wide	Drinking glasses for station 1 and membership r	\$56.47
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SAMSCLUB #6425	General Fund Govt Wide	WHOLESALE CLUBS	\$23.96
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SAMSCLUB #6425	General Fund Govt Wide	WHOLESALE CLUBS	(\$31.53)
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SAMSCLUB #6425	General Fund Govt Wide	WHOLESALE CLUBS	\$53.89
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<i>SAMSCLUB #6425 - Total For General Fund Govt Wide</i>			\$102.79
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SAMSCLUB #6425	Golf - Operations	Golf Shop Cleaning and office supplies	\$255.62
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<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			\$255.62
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SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$220.52
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SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$297.96
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SAMSCLUB #6425 - Total For Ice Arena - Concessions			\$518.48
SAMSCLUB #6425	Police Administration	Training supplies	\$67.18
SAMSCLUB #6425 - Total For Police Administration			\$67.18
SAMSCLUB #6425 - ALL DEPARTMENTS			\$944.07

SAMSCLUB.COM

SAMSCLUB.COM	General Fund Govt Wide	WHOLESALE CLUBS	\$200.08
SAMSCLUB.COM - Total For General Fund Govt Wide			\$200.08
SAMSCLUB.COM - ALL DEPARTMENTS			\$200.08

SELF HELP CENTER, IN

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Cente	\$11,027.75
SELF HELP CENTER, IN - Total For Capital Projects Fund			\$11,027.75
SELF HELP CENTER, IN - ALL DEPARTMENTS			\$11,027.75

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$38.43
SHELL OIL 5744427920 - Total For Fire-EMS Operations			\$38.43
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$56.29
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$64.04
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$52.50
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$47.75
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$36.75
SHELL OIL 5744427920	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$77.00
SHELL OIL 5744427920 - Total For General Fund Govt Wide			\$334.33
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$372.76

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Refuse - Commercial	Painting material	\$251.35
SHERWIN-WILLIAMS COR - Total For Refuse - Commercial			\$251.35
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$251.35

SIGMA-ALDRICH INC

SIGMA-ALDRICH INC	WWTP Operations	EPA DMRQA41 E. Coli sample	\$236.49
SIGMA-ALDRICH INC	WWTP Operations	EPA DMRQA41 E. Coli sample	\$90.71
SIGMA-ALDRICH INC	WWTP Operations	EPA DMRQA41 E. Coli sample	\$180.45
<i>SIGMA-ALDRICH INC - Total For WWTP Operations</i>			<i>\$507.65</i>
SIGMA-ALDRICH INC - ALL DEPARTMENTS			\$507.65

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Weed & Pest Fund	Chemicals and Pain	\$1,942.05
<i>SIMPLOT T&H DEN - Total For Weed & Pest Fund</i>			<i>\$1,942.05</i>
SIMPLOT T&H DEN - ALL DEPARTMENTS			\$1,942.05

SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	General Fund Govt Wide	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$1,134.10
<i>SIRCHIE FINGER PRINT - Total For General Fund Govt Wide</i>			<i>\$1,134.10</i>
SIRCHIE FINGER PRINT - ALL DEPARTMENTS			\$1,134.10

SKYLINE RANCHES

SKYLINE RANCHES	Balefill	April 2021 retail sewer revenue / wholesale 201	(\$103.63)
<i>SKYLINE RANCHES - Total For Balefill</i>			<i>(\$103.63)</i>
SKYLINE RANCHES	Sewer Fund	April 2021 retail sewer revenue / wholesale 201	\$1,036.30
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$1,036.30</i>
SKYLINE RANCHES	WWTP Revenue and Transfer	April 2021 retail sewer revenue / wholesale 201	(\$711.98)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$711.98)</i>
SKYLINE RANCHES - ALL DEPARTMENTS			\$220.69

SMITHS FOOD #4185

SMITHS FOOD #4185	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$22.74
<i>SMITHS FOOD #4185 - Total For General Fund Govt Wide</i>			<i>\$22.74</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$22.74

SP CHUGWATER CHILI

SP CHUGWATER CHILI	General Fund Govt Wide	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$297.58
SP CHUGWATER CHILI - Total For General Fund Govt Wide			\$297.58
SP CHUGWATER CHILI - ALL DEPARTMENTS			\$297.58

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Parks - Parks Maint.	Outstanding employee awards	\$142.46
SPORTSMANS WAREHOUSE - Total For Parks - Parks Maint.			\$142.46
SPORTSMANS WAREHOUSE	Rec Center - Operations	Outstanding employee awards	\$142.46
SPORTSMANS WAREHOUSE - Total For Rec Center - Operations			\$142.46
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$284.92

SPRINGHILL SUITES DE

SPRINGHILL SUITES DE	Police Investigations	Training	\$1,263.48
SPRINGHILL SUITES DE	Police Investigations	Training	\$1,263.48
SPRINGHILL SUITES DE	Police Investigations	Training	\$1,263.48
SPRINGHILL SUITES DE - Total For Police Investigations			\$3,790.44
SPRINGHILL SUITES DE - ALL DEPARTMENTS			\$3,790.44

SQ BONANZA PUBLISHI

SQ BONANZA PUBLISHI	General Fund Govt Wide	BOOKS,PERIODICALS AND NEWSPAPERS	\$680.56
SQ BONANZA PUBLISHI - Total For General Fund Govt Wide			\$680.56
SQ BONANZA PUBLISHI - ALL DEPARTMENTS			\$680.56

SQ JC BAR PAINTING

SQ JC BAR PAINTING	Balefill - Diversion & Special	painting scale house	\$700.00
SQ JC BAR PAINTING - Total For Balefill - Diversion & Special			\$700.00
SQ JC BAR PAINTING	General Fund Govt Wide	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,500.00
SQ JC BAR PAINTING - Total For General Fund Govt Wide			\$1,500.00
SQ JC BAR PAINTING - ALL DEPARTMENTS			\$2,200.00

SQ MOBILE PET CARE

SQ MOBILE PET CARE	General Fund Govt Wide	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$170.00
<i>SQ MOBILE PET CARE - Total For General Fund Govt Wide</i>			<i>\$170.00</i>
SQ MOBILE PET CARE - ALL DEPARTMENTS			\$170.00

SQ PAPA JOHNS

SQ PAPA JOHNS	Ice Arena - Concessions	CONCESSIONS	\$88.87
<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>			<i>\$88.87</i>
SQ PAPA JOHNS - ALL DEPARTMENTS			\$88.87

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Fire-EMS Operations	Polo Uniform Shirts	\$168.00
<i>SQ PEDEN'S INC. - Total For Fire-EMS Operations</i>			<i>\$168.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$168.00

SQ RAZE EYEWEAR

SQ RAZE EYEWEAR	General Fund Govt Wide	OPTICIANS	\$378.00
<i>SQ RAZE EYEWEAR - Total For General Fund Govt Wide</i>			<i>\$378.00</i>
SQ RAZE EYEWEAR - ALL DEPARTMENTS			\$378.00

SQ SCREENCYCLE

SQ SCREENCYCLE	General Fund Govt Wide	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$449.99
<i>SQ SCREENCYCLE - Total For General Fund Govt Wide</i>			<i>\$449.99</i>
SQ SCREENCYCLE - ALL DEPARTMENTS			\$449.99

SQ THE CROOKED CUP

SQ THE CROOKED CUP	General Fund Govt Wide	EATING PLACES, RESTAURANTS	\$8.69
<i>SQ THE CROOKED CUP - Total For General Fund Govt Wide</i>			<i>\$8.69</i>
SQ THE CROOKED CUP - ALL DEPARTMENTS			\$8.69

STAPLES

STAPLES	Fire-EMS Prevent & Inspect	Hands free phone adapter and business card hol	\$63.47
STAPLES	Fire-EMS Prevent & Inspect	Office Supplies	\$76.41
<i>STAPLES - Total For Fire-EMS Prevent & Inspect</i>			<i>\$139.88</i>
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$19.99
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$20.99
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$41.92
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$285.14
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$29.98
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$25.99
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$71.23
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$62.06
STAPLES	General Fund Govt Wide	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$33.98
<i>STAPLES - Total For General Fund Govt Wide</i>			<i>\$591.28</i>
STAPLES	Hogadon - Operations	Office supplies ink	\$127.99
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$127.99</i>
STAPLES	Ice Arena - Operations	Printer Ink for Ice Arena	\$266.97
<i>STAPLES - Total For Ice Arena - Operations</i>			<i>\$266.97</i>
STAPLES	Metro Animal Shelter	Supplies Shelter, ID Tags, odor control, air fresh	\$35.07
<i>STAPLES - Total For Metro Animal Shelter</i>			<i>\$35.07</i>
STAPLES	Municipal Court	JURY TRIAL SUPPLIES	\$28.97
<i>STAPLES - Total For Municipal Court</i>			<i>\$28.97</i>
STAPLES	Parks - Parks Maint.	Misc. suplies	\$100.83
<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$100.83</i>
STAPLES	Police Federal Grants	LABELS FOR SAAM CAMPAIGN	\$75.16
<i>STAPLES - Total For Police Federal Grants</i>			<i>\$75.16</i>
STAPLES	Traffic Control	USB stick and printer cartridge for paint truck	\$42.97
<i>STAPLES - Total For Traffic Control</i>			<i>\$42.97</i>
STAPLES - ALL DEPARTMENTS			\$1,409.12

STAPLES DIRECT

STAPLES DIRECT	City Manager	Calculator, paper	\$109.20
<i>STAPLES DIRECT - Total For City Manager</i>			<i>\$109.20</i>
STAPLES DIRECT	Police Federal Grants	SAAM WINDOW DECALS	\$69.76

STAPLES DIRECT	Police Federal Grants	LABELS FOR SAAM CAMPAIGN	\$145.68
<i>STAPLES DIRECT - Total For Police Federal Grants</i>			<i>\$215.44</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$324.64

STARBUCKS STORE

STARBUCKS STORE	Police Investigations	FAST FOOD RESTAURANTS	\$5.32
<i>STARBUCKS STORE - Total For Police Investigations</i>			<i>\$5.32</i>
STARBUCKS STORE - ALL DEPARTMENTS			\$5.32

STATE OF WY.

STATE OF WY.	Municipal Court	Notary Public Commission - Michelle Solko	\$30.00
<i>STATE OF WY. - Total For Municipal Court</i>			<i>\$30.00</i>
STATE OF WY. - ALL DEPARTMENTS			\$30.00

STERLING

STERLING	Human Resources	Background Checks	\$3,474.92
<i>STERLING - Total For Human Resources</i>			<i>\$3,474.92</i>
STERLING - ALL DEPARTMENTS			\$3,474.92

SUPERIOR SIGNS

SUPERIOR SIGNS	General Fund Govt Wide	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$1,406.69
<i>SUPERIOR SIGNS - Total For General Fund Govt Wide</i>			<i>\$1,406.69</i>
SUPERIOR SIGNS - ALL DEPARTMENTS			\$1,406.69

SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Operations	Gas Fittings for grill	\$5.78
<i>SUTHERLANDS 2219 - Total For Fire-EMS Operations</i>			<i>\$5.78</i>
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$23.06
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$5.98
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$11.76
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$70.32
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$31.68

SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$2.51
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$14.70
SUTHERLANDS 2219	General Fund Govt Wide	LUMBER AND BUILDING MATERIALS STORES	\$11.56
<i>SUTHERLANDS 2219 - Total For General Fund Govt Wide</i>			<i>\$171.57</i>
SUTHERLANDS 2219	Regional Water Operations	Cleaning Supplies	\$152.20
SUTHERLANDS 2219	Regional Water Operations	Tax Credit	(\$7.25)
SUTHERLANDS 2219	Regional Water Operations	Spray Nozzel	\$11.99
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$156.94</i>
SUTHERLANDS 2219	Water Tanks	Splice kits	\$14.98
<i>SUTHERLANDS 2219 - Total For Water Tanks</i>			<i>\$14.98</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$349.27

TACO BELL #23072

TACO BELL #23072	Regional Water Operations	JPB Lunch	\$75.97
<i>TACO BELL #23072 - Total For Regional Water Operations</i>			<i>\$75.97</i>
TACO BELL #23072 - ALL DEPARTMENTS			\$75.97

TAYLOR CREEK STORE

TAYLOR CREEK STORE	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$21.61
TAYLOR CREEK STORE	General Fund Govt Wide	AUTOMATED FUEL DISPENSERS	\$27.02
<i>TAYLOR CREEK STORE - Total For General Fund Govt Wide</i>			<i>\$48.63</i>
TAYLOR CREEK STORE - ALL DEPARTMENTS			\$48.63

THARPE CONSULTING

THARPE CONSULTING	Police Patrol	Ethics & leadership training	\$275.00
<i>THARPE CONSULTING - Total For Police Patrol</i>			<i>\$275.00</i>
THARPE CONSULTING - ALL DEPARTMENTS			\$275.00

THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery 4/20/21	\$9,678.27
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$9,678.27</i>
THATCHER CO. - ALL DEPARTMENTS			\$9,678.27

THE GOLDEN MILL

THE GOLDEN MILL	Police Investigations	Training	\$17.20
THE GOLDEN MILL	Police Investigations	Training	\$15.05
THE GOLDEN MILL	Police Investigations	Training	\$19.78

<i>THE GOLDEN MILL - Total For Police Investigations</i>			\$52.03
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THE GOLDEN MILL - ALL DEPARTMENTS			\$52.03
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THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Supplies for Marion Kreiner Pool	\$39.97
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<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$39.97
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THE HOME DEPOT	Fire-EMS Operations	Light bulbs for Station 1	\$15.94
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<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$15.94
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THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$592.00
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$37.72
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$50.83
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$8.94
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$51.06
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$228.00
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$28.00
THE HOME DEPOT	General Fund Govt Wide	HOME SUPPLY WAREHOUSE STORES	\$438.00

<i>THE HOME DEPOT - Total For General Fund Govt Wide</i>			\$1,434.55
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THE HOME DEPOT	Golf - Operations	Golf Cart Cleaning Supplies	\$19.94
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<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$19.94
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THE HOME DEPOT	Hogadon - Operations	Lodge shop supplies	\$14.25
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THE HOME DEPOT	Hogadon - Operations	Brooms	\$59.94
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<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$74.19
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THE HOME DEPOT	Traffic Control	Drill bit index for 60665	\$19.97
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<i>THE HOME DEPOT - Total For Traffic Control</i>			\$19.97
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THE HOME DEPOT - ALL DEPARTMENTS			\$1,604.56
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THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	March 2021 Service Fee Admin Canon	\$45.19
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<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			\$45.19
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THE OFFICE SHOP, INC - ALL DEPARTMENTS	\$45.19
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THE RADAR SHOP INC

THE RADAR SHOP INC	Police Patrol	Radar repairs	\$110.00
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<i>THE RADAR SHOP INC - Total For Police Patrol</i>			<i>\$110.00</i>
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THE RADAR SHOP INC - ALL DEPARTMENTS	\$110.00
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THE UPS STORE

THE UPS STORE	Buildings & Structures Fund	Sending faulty control board back to manufactu	\$33.74
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<i>THE UPS STORE - Total For Buildings & Structures Fund</i>			<i>\$33.74</i>
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THE UPS STORE - ALL DEPARTMENTS	\$33.74
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THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection March & April 2021 Sewer Line Flushing Water	\$111.00
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<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>		<i>\$111.00</i>
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THIRTY THREE MILE RO - ALL DEPARTMENTS	\$111.00
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THOMSON WEST TCD

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

TLO TRANSUNION	General Fund Govt Wide	COMPUTER AND DATA PROCESSING SERVICES	\$468.70
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<i>TLO TRANSUNION - Total For General Fund Govt Wide</i>			<i>\$468.70</i>
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TLO TRANSUNION - ALL DEPARTMENTS	\$468.70
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TOOLSTODAY.COM LLC

TOOLSTODAY.COM LLC	Buildings & Structures Fund	BAS Shop Supplies	(\$5.02)
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TOOLSTODAY.COM LLC	Buildings & Structures Fund	BAS Shop Supplies	\$105.40
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TOOLSTODAY.COM LLC - Total For Buildings & Structures Fund	\$100.38
TOOLSTODAY.COM LLC - ALL DEPARTMENTS	\$100.38

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Office supplies	\$47.13
TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund			\$47.13
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Office supplies	\$47.12
TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.			\$47.12
TOP OFFICE PRODUCTS	Streets	Office supplies	\$47.13
TOP OFFICE PRODUCTS - Total For Streets			\$47.13
TOP OFFICE PRODUCTS	Water Distribution	April 2021 Copy Service	\$102.02
TOP OFFICE PRODUCTS - Total For Water Distribution			\$102.02
TOP OFFICE PRODUCTS - ALL DEPARTMENTS	\$243.40		

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Ice Arena - Operations	Propane for Olympia Ice Resurfacer	\$60.68
TRACTOR SUPPLY CO - Total For Ice Arena - Operations			\$60.68
TRACTOR SUPPLY CO	Water Distribution	Couplings & pump roller for pressure test machi	\$178.97
TRACTOR SUPPLY CO - Total For Water Distribution			\$178.97
TRACTOR SUPPLY CO - ALL DEPARTMENTS	\$239.65		

TREESTUFF

TREESTUFF	General Fund Govt Wide	HARDWARE EQUIPMENT AND SUPPLIES	\$190.98
TREESTUFF - Total For General Fund Govt Wide			\$190.98
TREESTUFF - ALL DEPARTMENTS	\$190.98		

TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM	Golf - Operations	POS IT service contract	\$46.00
TRI-TECHNICAL SYSTEM - Total For Golf - Operations			\$46.00
TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS	\$46.00		

TST BUFFALO ROSE

TST BUFFALO ROSE	Police Investigations	Training	\$17.05
TST BUFFALO ROSE	Police Investigations	Training	\$17.05
TST BUFFALO ROSE	Police Investigations	Training	\$16.55
<i>TST BUFFALO ROSE - Total For Police Investigations</i>			<i>\$50.65</i>
TST BUFFALO ROSE - ALL DEPARTMENTS			\$50.65

TST TRAILHEAD TAPHO

TST TRAILHEAD TAPHO	Police Investigations	Training	\$57.14
<i>TST TRAILHEAD TAPHO - Total For Police Investigations</i>			<i>\$57.14</i>
TST TRAILHEAD TAPHO - ALL DEPARTMENTS			\$57.14

TST WOODY S WOOD FI

TST WOODY S WOOD FI	Police Investigations	Training	\$16.86
TST WOODY S WOOD FI	Police Investigations	Training	\$16.87
TST WOODY S WOOD FI	Police Investigations	Training	\$16.86
<i>TST WOODY S WOOD FI - Total For Police Investigations</i>			<i>\$50.59</i>
TST WOODY S WOOD FI - ALL DEPARTMENTS			\$50.59

TWIN PEAKS RESTAURAN

TWIN PEAKS RESTAURAN	Police Investigations	Training	\$70.64
<i>TWIN PEAKS RESTAURAN - Total For Police Investigations</i>			<i>\$70.64</i>
TWIN PEAKS RESTAURAN - ALL DEPARTMENTS			\$70.64

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$204.80
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$204.80</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Training	\$2,000.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$3,532.80
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$5,532.80</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$307.20
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$307.20</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$51.20
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$51.20</i>

TYLER TECHNOLOGIES I	Sewer Wastewater Collection Gems S028911 - Tyler Conversio	\$256.00
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>		<i>\$256.00</i>
TYLER TECHNOLOGIES I	Water Distribution Gems S028911 - Tyler Conversio	\$563.20
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>		<i>\$563.20</i>
TYLER TECHNOLOGIES I	WWTP Operations Gems S028911 - Tyler Conversio	\$204.80
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>		<i>\$204.80</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS		\$7,120.00

UM CUSTOMER REFUNDS

UM CUSTOMER REFUNDS	Water Revenue and Transfers Utility refund	\$673.77
<i>UM CUSTOMER REFUNDS - Total For Water Revenue and Transfers</i>		<i>\$673.77</i>
UM CUSTOMER REFUNDS - ALL DEPARTMENTS		\$673.77

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Metro Animal Shelter	Metro uniforms	\$1,745.28
<i>UNIFORMS 2 GEAR - Total For Metro Animal Shelter</i>			<i>\$1,745.28</i>
UNIFORMS 2 GEAR	Police Career Services	Supplies	\$872.64
UNIFORMS 2 GEAR	Police Career Services	Uniform	\$128.83
UNIFORMS 2 GEAR	Police Career Services	Supplies	\$1,012.80
UNIFORMS 2 GEAR	Police Career Services	Officer equipment	\$1,745.28
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$3,759.55</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$5,504.83

UNITED 0162344974

UNITED 0162344974	General Fund Govt Wide	UNITED AIRLINES	\$244.30
<i>UNITED 0162344974 - Total For General Fund Govt Wide</i>			<i>\$244.30</i>
UNITED 0162344974 - ALL DEPARTMENTS			\$244.30

UNITED 0162346338

UNITED 0162346338	General Fund Govt Wide	UNITED AIRLINES	\$309.80
UNITED 0162346338	General Fund Govt Wide	UNITED AIRLINES	\$309.80
<i>UNITED 0162346338 - Total For General Fund Govt Wide</i>			<i>\$619.60</i>

UNITED 0162346338 - ALL DEPARTMENTS	\$619.60
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UNITED 0169917970

UNITED 0169917970	General Fund Govt Wide	UNITED AIRLINES	\$35.00
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<i>UNITED 0169917970 - Total For General Fund Govt Wide</i>			<i>\$35.00</i>
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UNITED 0169917970 - ALL DEPARTMENTS	\$35.00
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UNITED 0169918820

UNITED 0169918820	General Fund Govt Wide	UNITED AIRLINES	\$35.00
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<i>UNITED 0169918820 - Total For General Fund Govt Wide</i>			<i>\$35.00</i>
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UNITED 0169918820 - ALL DEPARTMENTS	\$35.00
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URGENT CARE OF CASPE

URGENT CARE OF CASPE	General Fund Govt Wide	MEDICAL SERVICES & HEALTH PRACTITIONERS	(\$78.00)
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<i>URGENT CARE OF CASPE - Total For General Fund Govt Wide</i>			<i>(\$78.00)</i>
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URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$4,957.00
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<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$4,957.00</i>
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URGENT CARE OF CASPE - ALL DEPARTMENTS	\$4,879.00
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USGA Membership

USGA Membership	Golf - Operations	USGA Membership	\$150.00
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<i>USGA Membership - Total For Golf - Operations</i>			<i>\$150.00</i>
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USGA Membership - ALL DEPARTMENTS	\$150.00
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USPS PO 5715580478

USPS PO 5715580478	General Fund Govt Wide	POSTAGE STAMPS	\$8.65
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<i>USPS PO 5715580478 - Total For General Fund Govt Wide</i>			<i>\$8.65</i>
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USPS PO 5715580478 - ALL DEPARTMENTS	\$8.65
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UV DOCTOR LAMPS LLC

UV DOCTOR LAMPS LLC	WWTP Operations	UV Ballasts	\$1,689.47
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UV DOCTOR LAMPS LLC - Total For WWTP Operations	\$1,689.47
UV DOCTOR LAMPS LLC - ALL DEPARTMENTS	\$1,689.47

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	General Fund Govt Wide	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$14.00
VCN NATRONAREALESTAT - Total For General Fund Govt Wide			\$14.00
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$14.00

VERIZON CONNECT NWF

VERIZON CONNECT NWF	Code Enforcement	April 2021 Monthly Charges	\$145.71
VERIZON CONNECT NWF	Code Enforcement	March 2021 Monthly Charges	\$145.71
VERIZON CONNECT NWF - Total For Code Enforcement			\$291.42
VERIZON CONNECT NWF	Fleet Maintenance Fund	April 2021 Monthly Charges	\$16.19
VERIZON CONNECT NWF	Fleet Maintenance Fund	March 2021 Monthly Charges	\$16.19
VERIZON CONNECT NWF - Total For Fleet Maintenance Fund			\$32.38
VERIZON CONNECT NWF	Parks - Parks Maint.	April 2021 Monthly Charges	\$291.42
VERIZON CONNECT NWF	Parks - Parks Maint.	March 2021 Monthly Charges	\$291.42
VERIZON CONNECT NWF - Total For Parks - Parks Maint.			\$582.84
VERIZON CONNECT NWF	Refuse - Residential	March 2021 Monthly Charges	\$550.46
VERIZON CONNECT NWF	Refuse - Residential	April 2021 Monthly Charges	\$550.46
VERIZON CONNECT NWF - Total For Refuse - Residential			\$1,100.92
VERIZON CONNECT NWF	Sewer Wastewater Collection	March 2021 Monthly Charges	\$48.57
VERIZON CONNECT NWF	Sewer Wastewater Collection	April 2021 Monthly Charges	\$48.57
VERIZON CONNECT NWF - Total For Sewer Wastewater Collection			\$97.14
VERIZON CONNECT NWF	Streets	March 2021 Monthly Charges	\$518.08
VERIZON CONNECT NWF	Streets	April 2021 Monthly Charges	\$518.08
VERIZON CONNECT NWF - Total For Streets			\$1,036.16
VERIZON CONNECT NWF	Water Distribution	April 2021 Monthly Charges	\$161.90
VERIZON CONNECT NWF	Water Distribution	March 2021 Monthly Charges	\$161.90
VERIZON CONNECT NWF - Total For Water Distribution			\$323.80
VERIZON CONNECT NWF - ALL DEPARTMENTS			\$3,464.66

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Cell phone service	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Public Safety Communication	Cell phone service	\$79.61
VERIZON WIRELESS	Public Safety Communication	Tower dump	\$65.00
VERIZON WIRELESS	Public Safety Communication	Cell phone service	\$141.02
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$285.63</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$325.64

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Fire-EMS Administration	CFD Coffee Mugs	\$148.99
<i>VISTAPR VISTAPRINT.C - Total For Fire-EMS Administration</i>			<i>\$148.99</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$148.99

VISTAR ROCKY MOUNTAI

VISTAR ROCKY MOUNTAI	General Fund Govt Wide	NON-DURABLE GOODS NOT ELSEWHERE CLASSI	\$132.33
<i>VISTAR ROCKY MOUNTAI - Total For General Fund Govt Wide</i>			<i>\$132.33</i>
VISTAR ROCKY MOUNTAI - ALL DEPARTMENTS			\$132.33

Vrbo HAL6X6YP

Vrbo HAL6X6YP	General Fund Govt Wide	REAL ESTATE AGENTS AND MANAGERS-RENTAL	\$288.95
<i>Vrbo HAL6X6YP - Total For General Fund Govt Wide</i>			<i>\$288.95</i>
Vrbo HAL6X6YP - ALL DEPARTMENTS			\$288.95

VZWRLSS IVR VB

VZWRLSS IVR VB	Sewer Wastewater Collection remote device data		\$74.79
<i>VZWRLSS IVR VB - Total For Sewer Wastewater Collection</i>			<i>\$74.79</i>
VZWRLSS IVR VB	WWTP Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$147.98
<i>VZWRLSS IVR VB - Total For WWTP Operations</i>			<i>\$147.98</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$222.77

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	General Fund Govt Wide	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$120.03
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VZWRLSS MY VZ VB P	General Fund Govt Wide	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$1,520.38
<i>VZWRLSS MY VZ VB P - Total For General Fund Govt Wide</i>			<i>\$1,640.41</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$1,640.41

WAL-MART #1617

WAL-MART #1617	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$139.48
WAL-MART #1617	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$29.86
<i>WAL-MART #1617 - Total For General Fund Govt Wide</i>			<i>\$169.34</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$169.34

WAL-MART #3778

WAL-MART #3778	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$26.90
WAL-MART #3778	General Fund Govt Wide	GROCERY STORES, SUPERMARKETS	\$38.82
<i>WAL-MART #3778 - Total For General Fund Govt Wide</i>			<i>\$65.72</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$65.72

WARDWELL WATER & SEW

WARDWELL WATER & SEW	Regional Water Operations	Water service	\$29.68
<i>WARDWELL WATER & SEW - Total For Regional Water Operations</i>			<i>\$29.68</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$29.68

WAVE - MUSTARD SEED

WAVE - MUSTARD SEED	Golf - Operations	Clothes Rack Golf Shop	\$352.00
<i>WAVE - MUSTARD SEED - Total For Golf - Operations</i>			<i>\$352.00</i>
WAVE - MUSTARD SEED - ALL DEPARTMENTS			\$352.00

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Horizon Park	\$23,750.00
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$23,750.00</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$23,750.00

WEAR PARTS INC

WEAR PARTS INC	Ice Arena - Operations	SEAL for ZAMBONI	\$10.41
<i>WEAR PARTS INC - Total For Ice Arena - Operations</i>			<i>\$10.41</i>
WEAR PARTS INC	Regional Water Operations	MOTOR VEHICLE SUPPLIES AND NEW PARTS	\$15.35
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$15.35</i>
WEAR PARTS INC	Traffic Control	Parts for sign repair	\$95.09
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$95.09</i>
WEAR PARTS INC	WWTP Operations	Stainless parts	\$69.55
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$69.55</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$190.40

WEISSMAN'S THEATRICA

WEISSMAN'S THEATRICA	Rec Center - Classes	Costumes for recital	\$942.90
<i>WEISSMAN'S THEATRICA - Total For Rec Center - Classes</i>			<i>\$942.90</i>
WEISSMAN'S THEATRICA - ALL DEPARTMENTS			\$942.90

WENDY'S - 3846

WENDY'S - 3846	General Fund Govt Wide	FAST FOOD RESTAURANTS	\$11.44
<i>WENDY'S - 3846 - Total For General Fund Govt Wide</i>			<i>\$11.44</i>
WENDY'S - 3846 - ALL DEPARTMENTS			\$11.44

WENDY'S - 9035

WENDY'S - 9035	Police Investigations	Training	\$19.32
<i>WENDY'S - 9035 - Total For Police Investigations</i>			<i>\$19.32</i>
WENDY'S - 9035 - ALL DEPARTMENTS			\$19.32

WESTERN MEDICAL ASSO

WESTERN MEDICAL ASSO	General Fund Govt Wide	DOCTORS, PHYSICIANS	\$219.27
<i>WESTERN MEDICAL ASSO - Total For General Fund Govt Wide</i>			<i>\$219.27</i>
WESTERN MEDICAL ASSO - ALL DEPARTMENTS			\$219.27

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	April 2021 retail sewer revenue / 201 sewer cha	\$3,976.00
WESTLAND PARK-RED BU	Sewer Fund	April 2021 retail sewer revenue / 201 sewer cha	(\$397.60)
WESTLAND PARK-RED BU - Total For Sewer Fund			\$3,578.40
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	April 2021 retail sewer revenue / 201 sewer cha	(\$1,471.93)
WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers			(\$1,471.93)
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$2,106.47

WESTNET INC

WESTNET INC	General Fund Govt Wide	DETECTIVE AGENCIES & PROTECTIVE AGENCY,A	\$555.00
WESTNET INC - Total For General Fund Govt Wide			\$555.00
WESTNET INC - ALL DEPARTMENTS			\$555.00

WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	General Fund Govt Wide	VETERINARY SERVICES	\$488.00
WESTSIDE ANIMAL HOSP - Total For General Fund Govt Wide			\$488.00
WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS			\$488.00

WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Training	Coffee and film for Admin	\$28.98
WM SUPERCENTER - Total For Fire-EMS Training			\$28.98
WM SUPERCENTER	Golf - Operations	Batteries for Paper Towel Dispensor	\$13.98
WM SUPERCENTER - Total For Golf - Operations			\$13.98
WM SUPERCENTER	Metro Animal Control	General items	\$40.94
WM SUPERCENTER - Total For Metro Animal Control			\$40.94
WM SUPERCENTER - ALL DEPARTMENTS			\$83.90

WOODWORKER EXPRESS I

WOODWORKER EXPRESS I	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$84.95
WOODWORKER EXPRESS I	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$84.11
WOODWORKER EXPRESS I - Total For Balefill - Disposal & Landfill			\$169.06
WOODWORKER EXPRESS I	Buildings & Structures Fund	Supplies for Golf Course Remodel	\$54.15

<i>WOODWORKER EXPRESS I - Total For Buildings & Structures Fund</i>			\$54.15
WOODWORKER EXPRESS I	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$201.95
<i>WOODWORKER EXPRESS I - Total For General Fund Govt Wide</i>			\$201.95
WOODWORKER EXPRESS I - ALL DEPARTMENTS			\$425.16

WOODWORKERS SUPPLY I

WOODWORKERS SUPPLY I	Buildings & Structures Fund	Supplies for Golf Course Clubhouse Remodel	\$41.15
<i>WOODWORKERS SUPPLY I - Total For Buildings & Structures Fund</i>			\$41.15
WOODWORKERS SUPPLY I - ALL DEPARTMENTS			\$41.15

WPSG, INC.

WPSG, INC.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$174.63
WPSG, INC.	General Fund Govt Wide	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	(\$47.34)
<i>WPSG, INC. - Total For General Fund Govt Wide</i>			\$127.29
WPSG, INC. - ALL DEPARTMENTS			\$127.29

WPY FireNuggets Inc

WPY FireNuggets Inc	General Fund Govt Wide	AMUSEMENT,RECREATION SERVICES (SWIMMI	(\$150.00)
<i>WPY FireNuggets Inc - Total For General Fund Govt Wide</i>			(\$150.00)
WPY FireNuggets Inc - ALL DEPARTMENTS			(\$150.00)

WY. MEDICAL CENTER

WY. MEDICAL CENTER	Water Revenue and Transfers Utility refund for cust #521704	\$1,987.07
WY. MEDICAL CENTER - Total For Water Revenue and Transfers		\$1,987.07
WY. MEDICAL CENTER - ALL DEPARTMENTS		\$1,987.07

WYOMING CAMERA

WYOMING CAMERA	General Fund Govt Wide	CAMERA AND PHOTOGRAPHIC SUPPLY STORES	\$319.98
<i>WYOMING CAMERA - Total For General Fund Govt Wide</i>			\$319.98
WYOMING CAMERA	Police Investigations	CAMERA AND PHOTOGRAPHIC SUPPLY STORES	\$39.89
<i>WYOMING CAMERA - Total For Police Investigations</i>			\$39.89

WYOMING CAMERA - ALL DEPARTMENTS	\$359.87
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WYOMING OFFICE PRODU

WYOMING OFFICE PRODU	Metropolitan Planning Org	Report covers for public comment copies of pla	\$19.63
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<i>WYOMING OFFICE PRODU - Total For Metropolitan Planning Org</i>			<i>\$19.63</i>
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WYOMING OFFICE PRODU - ALL DEPARTMENTS	\$19.63
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WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	WWTP Operations	Skidsteer attachment	\$16.50
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<i>WYOMING STEEL RECYCL - Total For WWTP Operations</i>			<i>\$16.50</i>
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WYOMING STEEL RECYCL - ALL DEPARTMENTS	\$16.50
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WYOMING TERMITE AND

WYOMING TERMITE AND	Weed & Pest Fund	Pest control service	\$900.00
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<i>WYOMING TERMITE AND - Total For Weed & Pest Fund</i>			<i>\$900.00</i>
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WYOMING TERMITE AND - ALL DEPARTMENTS	\$900.00
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XEROX CORPORATION

XEROX CORPORATION	Engineering	Copier meter usage	\$204.22
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<i>XEROX CORPORATION - Total For Engineering</i>			<i>\$204.22</i>
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XEROX CORPORATION - ALL DEPARTMENTS	\$204.22
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YELLOWSTONE GARAGE

YELLOWSTONE GARAGE	Police Administration	2020 Awards Ceremony	\$1,696.25
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<i>YELLOWSTONE GARAGE - Total For Police Administration</i>			<i>\$1,696.25</i>
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YELLOWSTONE GARAGE - ALL DEPARTMENTS	\$1,696.25
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YOURMEMBER-CAREERS

YOURMEMBER-CAREERS	Police Career Services	NENA CAREER BOARD PSCC JOB POSTING	\$149.00
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<i>YOURMEMBER-CAREERS - Total For Police Career Services</i>			<i>\$149.00</i>
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YOURMEMBER-CAREERS - ALL DEPARTMENTS

\$149.00

ZEBRA ATHLETICS

ZEBRA ATHLETICS	Police Administration	Range	\$3,656.32
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<i>ZEBRA ATHLETICS - Total For Police Administration</i>			\$3,656.32
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ZEBRA ATHLETICS - ALL DEPARTMENTS			\$3,656.32
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CITYWIDE BILLS AND CLAIMS TOTAL

\$1,366,887.59

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

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____


APPROVED BY (Mayor) _____ DATE _____


CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
05/18/21

Additional Accounts Payable

<u>04/29/21</u>	Prewrits - Travel Reimbursement & Petty Cash	
	Petty Cash - Muni Court	585.00
	Petty Cash - Fort Caspar	133.39
	Petty Cash - Engineering	285.00
	Petty Cash - Community Development	329.78
	Petty Cash - Natrona County Clerk	240.00
	Kendra Guldán	598.30
	Sarah Price	302.50
		<hr/> 2,473.97
<u>05/07/21</u>	Prewrits - Payroll Vendors, Travel Reimbursement, Petty Cash & Court Filing	
	American Heritage Life	4,530.26
	Continental American Insurance	693.28
	Clyde Daniels	468.50
	Petty Cash -	150.00
	Natrona County Treasurer	197.68
	Natrona County District Court	120.00
	State of Wyoming	903,553.52
	NCPERS Group Life Insurance	768.00
	Wy Retirement - City	377,848.04
	Wy Retirement - Fire	152,257.25
	Wy Retirement - Police	170,837.22
	State of Wy - Department of Workforce	99,936.70
		<hr/> 1,711,360.45
Total Additional AP		<u>\$ 1,713,834.42</u>

May 5, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a zone change of proposed Lot 3, Methodist Church Addition MBA (currently described as a portion of Lot 1, Methodist Church Addition), from R-1 (Residential Estate) to C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, May 18, 2021

Action Type:

Public Hearing and First Reading on Ordinance

Recommendation:

That Council, by ordinance, approve a zone change of the property described above from R-1 (Residential Estate) to C-2 (General Business).

Summary:

Application has been received for a requested zoning classification change of a vacant lot located at the southwest corner of East 15th Street and Wyoming Boulevard, from zoning classification R-1 (Residential Estate) to zoning classification C-2 (General Business). Surrounding land uses in the area include residential and commercial, and two City water tanks directly abutting the subject property on the west. Existing zoning adjacent to the subject property is as follows:

- North – R-1 (Residential Estate);
- South – R-1 (Residential Estate);
- East – C-2 (General Business);
- West – PUD (Planned Unit Development).

The reason given by the applicant for the requested zone change is to allow for the development of commercial uses similar to those in the area. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 15th Street designated as an “Employment Mixed Use Center.” Page 4-34 of the Plan provides general

characteristics of areas designated as employment mixed use centers, which typically include a variety of regional, job-creating, civic, and medical uses with integrated essential services. A rezone of the property to C-2 (General Business) would be in keeping with the land uses envisioned under “employment mixed use centers.”

For the Commission’s reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;

34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on April 15, 2021. There was one (1) letter of opposition submitted prior to the hearing.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

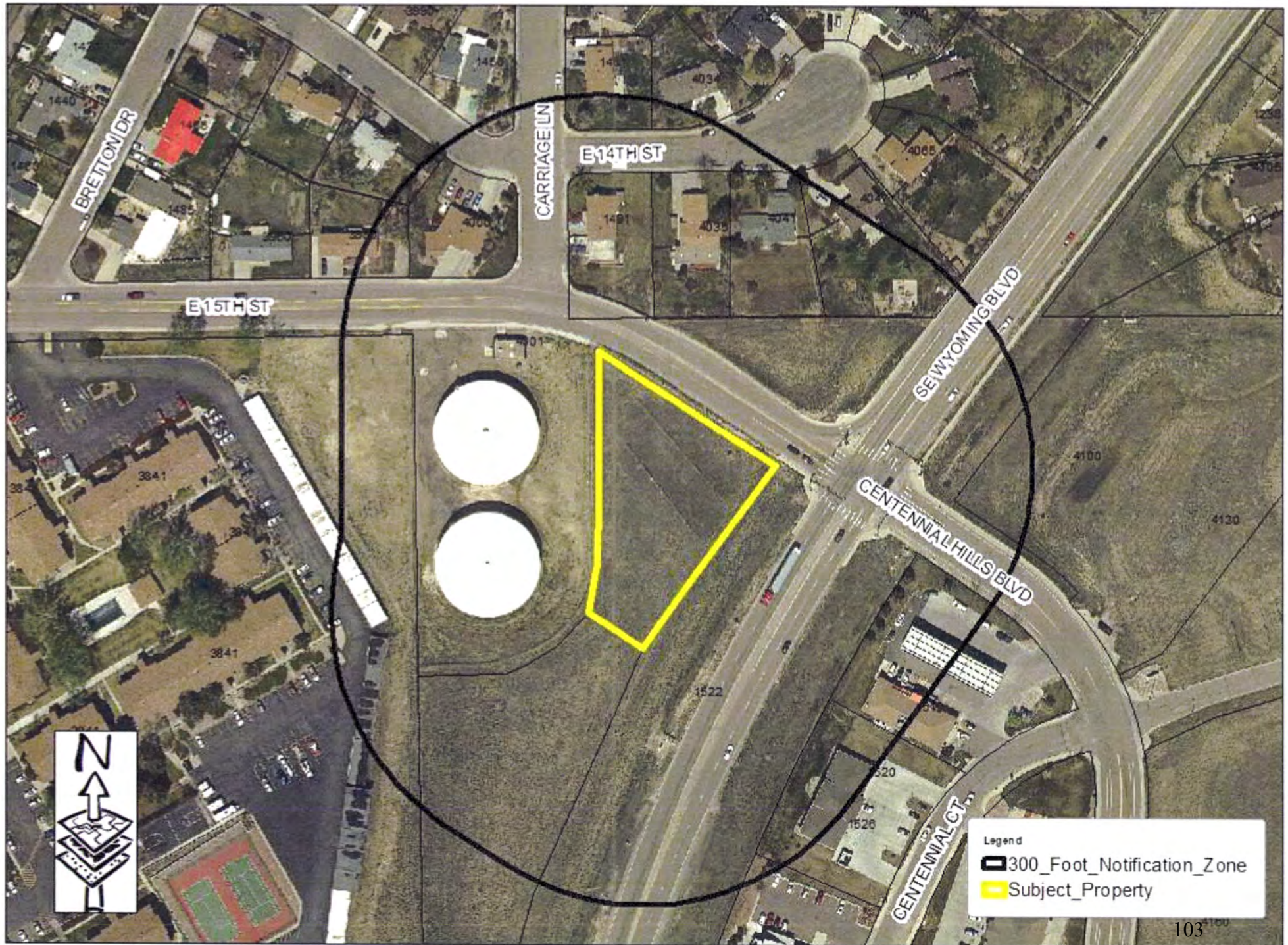
Location Map

Zoning Map

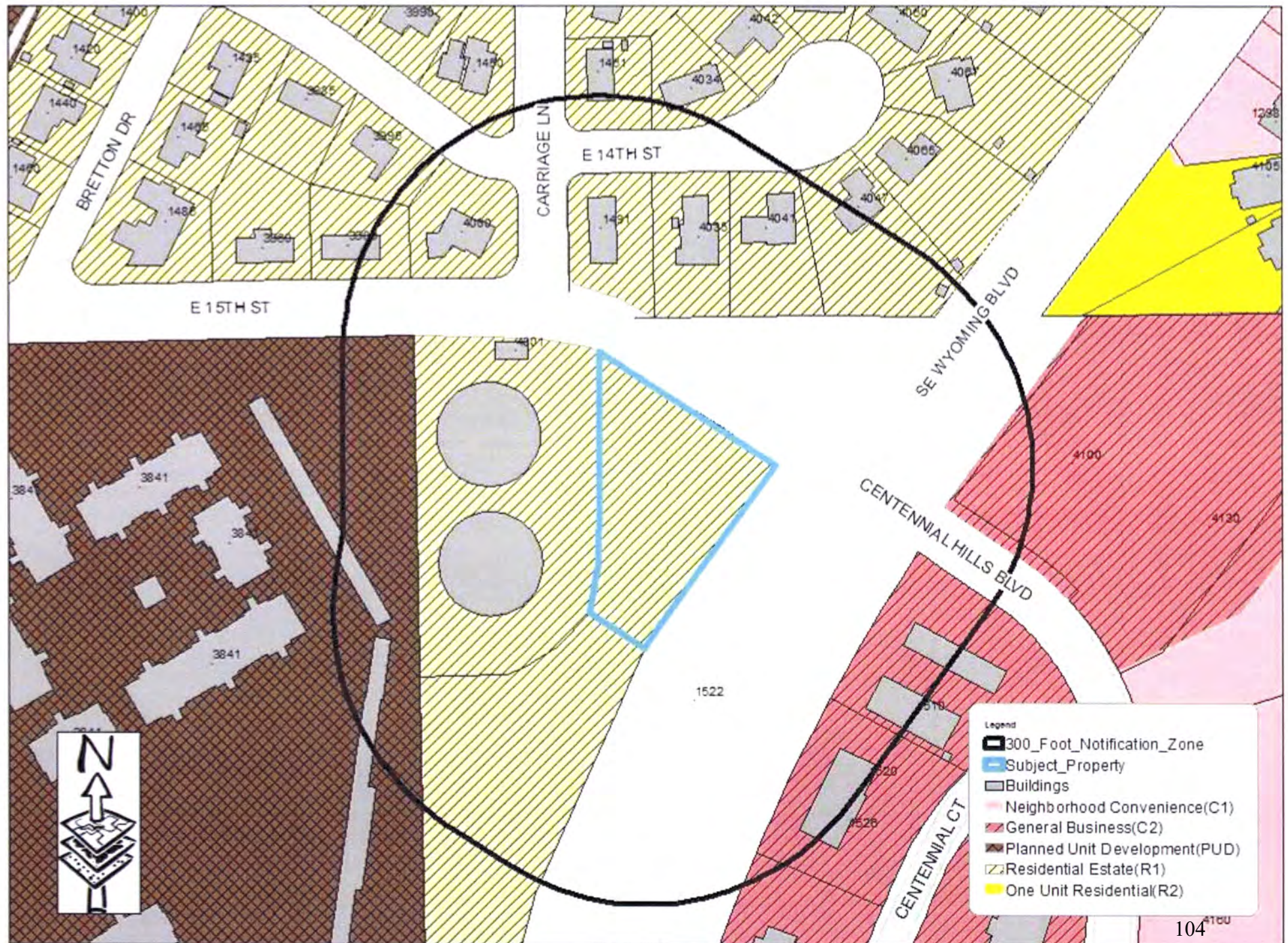
Letter of Opposition

Ordinance

Proposed Lot 3, Methodist Church Addition - Rezoning



Proposed Lot 3, Methodist Church Addition - Rezoning



Dee Ann Hardy

From: Debbie <deekayeff@gmail.com>
Sent: Wednesday, April 14, 2021 5:36 PM
To: Dee Ann Hardy
Subject: PLN-21-019Z

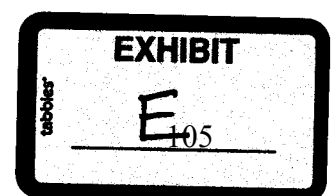
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning and Zoning Commission Members,

Seems like I just wrote you a letter several weeks ago concerning another change of zoning in the area directly east of my property and here we go again with another request to change zoning in the property directly south, to southwest of my property. It seems to me that the city will not be satisfied until this entire area is zoned C-2 (General Business). When this subdivision was first developed the surrounding property was zoned R-1 and Urban Agriculture. The antelope used to graze on the property that now contains a mini mart, a bank, a credit union, a pizza joint, metro coffee, etc. Needless to say things have changed in this once quiet area where single family residences were built. The installation of Wyoming Blvd was the first thing that should have never been allowed behind an area zoned R-1. The homes that now border this highway are inundated with traffic noise and exhaust from the vehicles. It is not just this portion that runs from 21st street down to Gannett St, but on the other side of town the area between Casper Mountain Road and Eagle drive. Businesses continued to be built all along these areas increasing traffic and noise. I think the planning and zoning commission needs to take a look at what is happening to these formerly quiet neighborhoods when they allow all this development.

Now to the property in question. This piece of property has been up for zoning changes many times. It was originally supposed to be an area for a church. Then a company came in and wanted to build a mini mart there. Last request was for a storage unit facility. None were approved or built. Already my property is abutted on one side by commercially zoned property. The noise from the traffic has become so bad that I can not hear my television when my patio door is open in the summer. The light pollution is so bad I have to have blackout curtains in the bedrooms. The mini mart plays loud music late a night and can be easily heard when the windows of my home are open. Try sleeping at night when your "neighbor" is playing rap music! The rumble of semi trucks flying down Wyoming Blvd as well as the roar of many cars without mufflers just adds to the noise created by traffic.

Now someone wants to open another business much closer to my and my neighbors property. This will add to the noise pollution, traffic exhaust pollution and light pollution, none of which belong in a residential area. I would like to encourage you to deny this change in zoning. Keep the property zoned R-1.



Sincerely,

Deborah Wood
4047 E 14th St
Casper, WY 82609

ORDINANCE NO.14-21

AN ORDINANCE APPROVING A ZONE CHANGE FOR
PROPOSED LOT 3, METHODIST CHURCH ADDITION MBA
(CURRENTLY DESCRIBED AS A PORTION OF LOT 1,
METHODIST CHURCH ADDITION)

WHEREAS, an application has been made to rezone the above-described property
from zoning classification R-1 (Residential Estate) to C-2 (General Business); and,

WHEREAS, after a public hearing on April 15, 2021, the City of Casper Planning
and Zoning Commission passed a motion recommending that City Council approve the zone change
request; and,

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

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

SECTION 1:

Proposed Lot 3, Methodist Church Addition MBA (currently described as a portion of Lot 1,
Methodist Church Addition), located at the southwest corner of East 15th Street and Wyoming
Boulevard, is hereby rezoned from zoning classification R-1 (Residential Estate) to C-2 (General
Business).

SECTION 2:

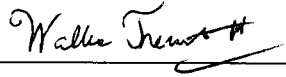
This ordinance shall be in full force and effect from and after passage on three readings and
publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 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 Tremel
City Clerk

Steven K. Freel
Mayor

May 12, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 
Liz Becher, Community Development Director
Keith McPheeters, Chief of Police

SUBJECT: Resolution No. 21-56 A Resolution Adopting the City of Casper Parking Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking.

Third Reading of an Ordinance Amending Various Sections of Chapter 10.36 – Parking, of the Casper Municipal Code.

Meeting Type & Date:

Regular Council Meeting
May 18, 2021

Action Type:

Resolution No. 21-56 – A Resolution Adopting the City of Casper Parking Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking.

Third Reading of an Ordinance Amending Various Sections of Chapter 10.36 – Parking, of the Casper Municipal Code.

Recommendation:

That Council consider the attached Resolution, and decide if the Resolution should be passed and adopted.

That Council consider the attached Ordinance on third reading, provide suggestions or amendments as appropriate, and adopt the Ordinance on third reading.

Summary:

I. Recent Updates

A Resolution titled, “A Resolution Adopting the City of Casper Parking Manual and Establishing Application Fees, Permit Fees and Fine Schedules Pertaining to Parking.” is attached. The resolution, if passed, will adopt the City of Casper’s Parking Manual, which is referenced in the Ordinance and attached, and will establish application fees, permit fees, and fine schedules pertaining to parking. The general collection of the City’s parking options, prohibitions, limitations, regulations, and exceptions are contained in the City of Casper’s Parking Manual.

The Second Reading of the proposed ordinance was held on May 4, 2021. Two amendments were passed on the floor. The first amendment assigned a resolution number 21-56, to the Resolution and corrected a typo. The second proposed amendment updated a reference in the ordinance of the “city engineer” to “public services director”. The amendments are incorporated in the attached proposed ordinance.

Staff suggests opening the floor for public comments regarding the Resolution, which if passed, would adopt the City of Casper’s Parking Manual and establish application fees, permit fees and fine schedules pertaining to parking. If the Resolution is passed, staff suggests considering the Ordinance on third reading.

II. Background

Council recently discussed modifying several different parking regulations and restrictions in the City of Casper, as well as modifying and establishing application fees, permit fees, and fine schedules.

City staff has been working on updating Chapter 10.36 of the Casper Municipal Code by preparing a proposed Ordinance for Council’s consideration (attached). Also attached is a proposed Resolution to adopt an updated City of Casper Parking Manual.

Financial Considerations:

As set out in the attachments

Oversight/Project Responsibility:

Liz Becher, Community Development Director

John Henley, City Attorney

Keith McPheeters, Chief of Police

Lt. Ryan Dabney, Casper Police Department

Sgt. Jeff Bullard, Casper Police Department

Attachments:

Proposed Ordinance

Resolution

Parking Manual

ORDINANCE NO.11-21

AN ORDINANCE AMENDING VARIOUS
SECTIONS OF CHAPTER 10.36 – PARKING, OF
THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper desires to update and amend the City of Casper Code, Chapter 10.36 Parking, as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections 10.36.010, 10.36.020, 10.36.030, 10.36.040, and 10.36.050 of Chapter 10.36 – Parking, of the Casper Municipal Code, are amended as follows:

10.36.010 - Delegation of Authority.

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

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.020 - General prohibitions.

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

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;

3. In a parkway, without a properly displayed permit/decal; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12th Street and 13th Street, between CY Avenue and McKinley Street.
4. In front of a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the public services director;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (double parked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curbline, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;
22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;

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

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.030 - Recreational Vehicle—Defined.

- A. For purposes of this chapter, "recreational vehicle '(RV)' means any of the following:
 1. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, in accordance with ANSI Standards Bulletin No. 119-A;
 2. A pickup camper, meaning a structure designed to be mounted on a truck chassis, for use as a temporary dwelling for travel, recreation and vacation;

3. A motor home, meaning a portable, temporary dwelling, to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle;
4. A camping trailer, meaning a structure mounted on wheels and designed for travel, recreation and vacation use; or
5. A boat or trailer of any type, but not an enclosed commercial trailer less than twenty (20) feet in length; for purposes of this Chapter an enclosed commercial trailer less than twenty (20) feet shall be considered a motor vehicle/vehicle.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 17-19, 7-2-2019)

10.36.040 - Vehicle Removal Authorized When.

- A. Whenever any police officer finds a vehicle or RV upon a street or highway or in a restricted parking area in violation of the provisions of this chapter, such officer is authorized to move such vehicle or RV, or require the driver or other person in charge of vehicle to move the same. Should the officer not be able to move the vehicle or RV or find the person in charge of the vehicle or RV, the officer is authorized to have the vehicle towed and impounded.

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.050 - Penalties and Enforcement.

- A. Parking in violation of this chapter or the current City of Casper Parking Manual, shall constitute a misdemeanor.
- B. Any violation of this chapter which continues for a period of twenty-four hours or more shall constitute a new and separate distinct violation.
- C. Conviction of a violation of the terms of the parking permits issued by the City of Casper, shall result in revocation of the permits; the holder of said permits or owner or operator of the motor vehicle or RV which has misused or violated the terms of the permits shall be subject to other penalties or remedies as provided in the Casper City Code or applicable portions of the current City of Casper Parking Manual.
- D. It shall constitute notice to every person charged with violating this chapter, if the city manager or his/her designee affixes to or deposits in a motor vehicle, found to be parked in violation of this chapter, a parking ticket indicating thereon that the motor vehicle is parked in violation of this chapter, the street address or location where such violation occurred, the date upon which the same occurred, the license number of such motor vehicle, and notice of time and date the owner of such motor vehicle is to pay the fine or post the bond for the violation, and the bond and fine amount for the violation. The owner of any motor vehicle who fails to appear at the municipal court at the time fixed in any such notice, shall be formally charged, by criminal complaint with violation of this chapter. The original parking citation shall serve as the formal complaint in the matter if served pursuant to Wyoming law. It shall be presumed that the last known address to which the vehicle is registered is a valid address for service of notice under this chapter.

- E. In the event that any person receiving any ticket or notice of violation does not desire to appear before the municipal court to answer to such charge, he may post a cash bond in the amount of the fine for the violation with the municipal court. Such bonds shall be forfeited unless such person shall appear before the municipal judge at the time fixed in such notice, and upon forfeiture of such bonds, no further action shall be taken against such violator.
- F. The fact that a motor vehicle or RV which is parked in violation of this chapter is registered in the name of a person shall be prima facie evidence that such person was in control of the parked motor vehicle or RV at the time of such parking.
- G.
 - 1. In addition to any other penalties or remedies enumerated in this chapter, the city manager or his or her designee may tow, impound and/or immobilize any vehicle or RV that has accumulated three or more unpaid notices of violation that are more than thirty days past due. For handicapped parking violations, the threshold shall be one or more notices of violations that are thirty or more days past due.
 - 2. Any vehicle or RV towed, immobilized or impounded pursuant to this chapter may be released upon the payment of the outstanding fines leading to the towing, immobilization or impoundment, or the posting of a bond with the municipal court in the amount of the fines with a request for a hearing of any unadjudicated underlying violations.
- H. The city manager or his or her designee may tow any vehicle or RV that is parked on the street in the downtown business district during the hours of 3:00 a.m. until 6:00 a.m., seven days a week, if it is necessary for said vehicle to be moved to allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- I. The city manager or his or her designee may tow any vehicle or RV parked in violation of this chapter at any time, if said vehicle is obstructing traffic flow, street or utility work, access to public or private property, or in any way jeopardizes the health, safety or welfare of the public.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 14-11, §§ 1, 2, 3-21-2011)

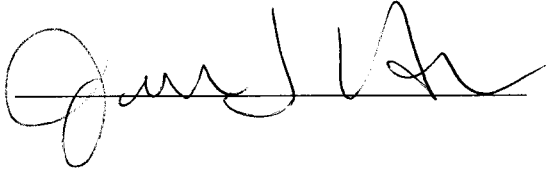
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 20th day of April, 2021

PASSED on 2nd reading the 4th day of May, 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:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

RESOLUTION NO. 21-56

A RESOLUTION ADOPTING THE CITY OF CASPER PARKING MANUAL AND ESTABLISHING APPLICATION FEES, PERMIT FEES AND FINE SCHEDULES PERTAINING TO PARKING.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the attached City of Casper Parking Manual and the following application fees, permit fees and fine schedules for parking are hereby adopted and established.

APPLICATION FEES

Those individuals making application for any type of parking permit provided for in the current City of Casper's Parking Manual, hereafter Parking Manual, shall pay a non-refundable fee of \$25.00, with the exception of the critical parking – school permits, which will not require an application fee. Application fees shall be collected only for new applications.

PERMIT FEES

Annual fees for all types of parking permits provided for in the Parking Manual, and shall be as follows:

The annual fee for critical parking - schools permits shall be: \$25.00

The fee for recreational vehicle seasonal parking permits from May 1 to November 1 shall be: \$250.00; this permit allows an owner to park the owner's/renter's RV in front of the owner's/renter's property from May 1 to November 1 of the calendar year for when the permit is purchased, as permitted in the Parking Manual.

The annual fee for Permanent Reserved Handicap Parking space shall be: \$50.00.

The annual fee for Loading Zone permits shall be: \$300.00

The annual fee for parkway parking shall be: \$250.00, with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

PARKING VIOLATION FINES

Violation of parking regulations outlined in Chapter 10.36 of the Casper Municipal Code, and the Parking Manual, shall be as follows:

Parking in a handicapped parking space without proper identification	\$100.00
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Parking in a critical parking – school space without proper identification \$50.00

Parking on a designated snow route street during a snow emergency \$50.00

Parking on the street in the Downtown Business District between the hours of 3:00 a.m. and 6:00 a.m.

1 st violation in a calendar year	\$25.00
2 nd violation in a calendar year	\$50.00
3 rd or subsequent violation in a calendar year	\$75.00

Parking without current registration or license \$110.00

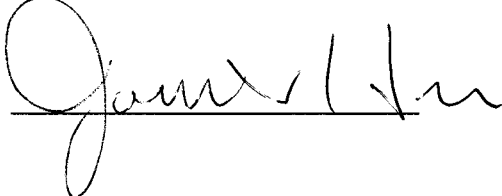
Misuse or violation of the terms of the various parking permits \$100.00

All other parking violations:

1 st violation in a calendar year	\$25.00
2 nd violation in a calendar year	\$50.00
3 rd or subsequent violation in a calendar year	\$75.00

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

CITY OF CASPER PARKING MANUAL

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(The current Ordinance and Resolution will be added to the Parking Manual after Third Reading)

PARKING - CASPER MUNICIPAL CODE REVIEW

Pursuant to Chapter 10.36 of the Casper Municipal Code, it shall be unlawful to park a motor vehicle within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;
3. In a parkway, without a properly displayed permit/decal; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12th Street and 13th Street, between CY Avenue and McKinley Street.
4. In front of, or obstructing, a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the city engineer;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (doubleparked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curb line, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;
22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;

23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
24. In a marked bus stop;
25. In a publicly-owned parking lot in violation of posted limits, restrictions or permit requirements; and
26. Any boat, trailer, or RV of any size that may legally be parked on a public street must be parked in front of the owner's or renter's lot or property. Further:
 - A. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business districts and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments. No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U. S. Department of Transportation regulations on any street or alley in the city, except when in the process of loading or unloading. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
 - B. No person shall park any recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, on any street within the city for a period in excess of five days in a thirty-day period, unless the individual has complied with provisions outlined in the City of Council Parking Manual, as may be amended from time to time by resolution of the city council.
 - C. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the Snow Emergency Regulations contained within the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council.
 - D. It shall be unlawful for any person to own store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
 - E. At any corner formed by intersecting streets, it shall be unlawful to park any RV or vehicle, as defined in this Chapter, within 30' feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
 - F. At any corner formed by the intersecting streets, it shall be unlawful to park any RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

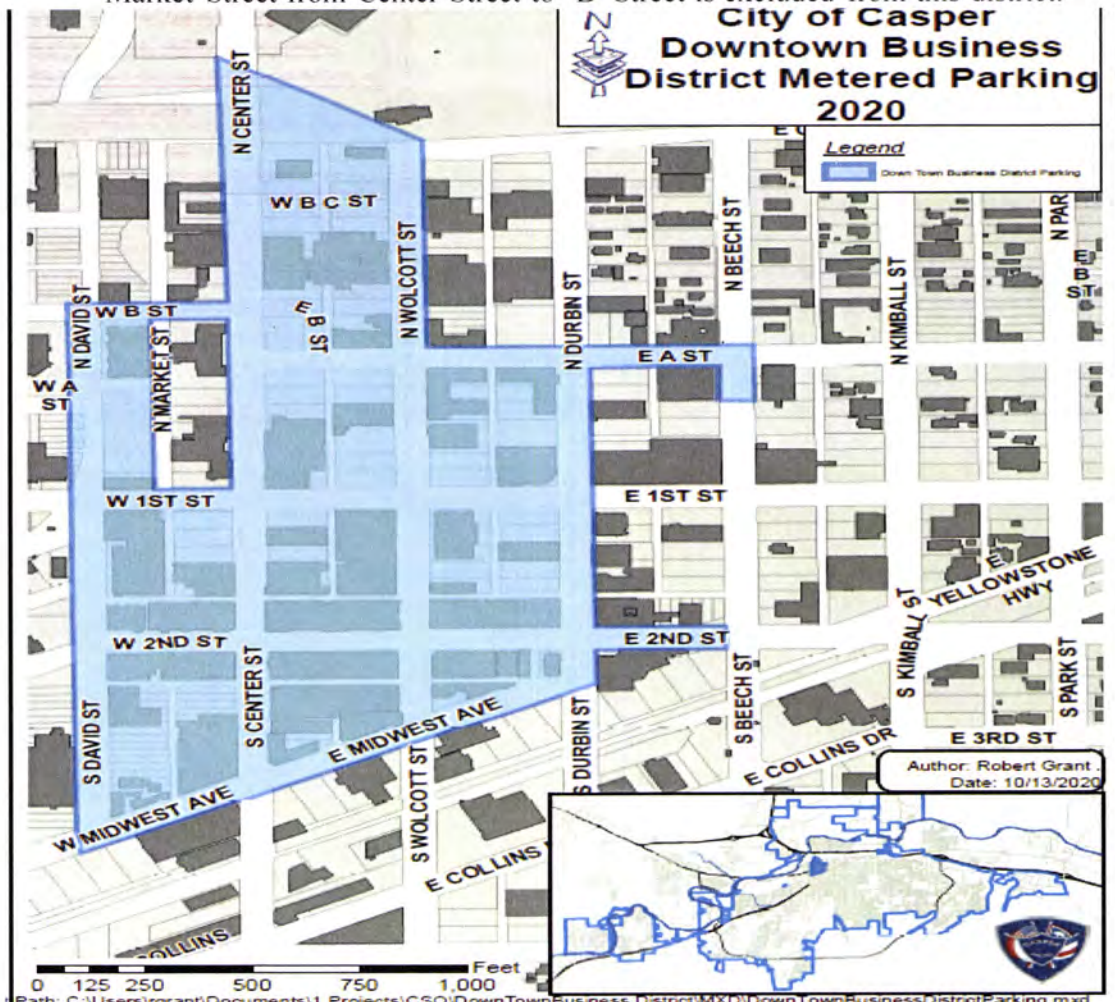
The penalty for violating any provisions of the ordinance or the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council, is up to \$750 per day per violation. Specific penalty amounts for specific violations are set by resolution of council and maintained in this Parking Manual.

Complete copies of the ordinance, and fees and penalty resolution are included as Appendices.

PARKING IN THE DOWNTOWN BUSINESS DISTRICT

A. The downtown business district is the area included by and enclosed within the following streets:

- the west side of Center Street from the underpass to "B" Street;
 - the north side of "B" Street from Center Street to David Street;
 - the west side of David Street from "B" Street to Midwest Avenue;
 - the south side of Midwest Avenue from David Street to Durbin Street;
 - the east side of Durbin Street from Midwest Avenue to "A" Street;
 - the north side of "A" Street from Beech Street to Wolcott Street; and,
 - the east side of Wolcott Street from "A" Street to "C" Street.
 - the east side of N Beech St. and "A" (100 yards south)
 - E 2nd and Durbin north and south sides of the street to S. Beech
- Market Street from Center Street to "B" Street is excluded from this district.



- B. With the exception of the prohibition on overnight parking, which is enforced seven days a week, parking regulations in the downtown business district are enforced between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, with the exception of legal holidays recognized by the City of Casper.
- C. Parking in the downtown business district is limited to two hours in any one space, and a maximum of two hours on a block face. This limit applies to all parking spaces, including handicapped spaces, unless they are permanent, reserved parking spaces. A block face is defined as a portion of a street or highway between two intersections, including all on-street parking along both sides of the street or highway within such boundaries.
- D. There may be parking spaces where the time limit is set at 15 minutes or 30 minutes. There also may be instances where there are parking spaces that have two-hour time limits and are not located in the downtown business district. The fines and penalties for parking violations of these types of spaces are the same as for the downtown business district.
- E. Parking on the street in the downtown business district is prohibited between the hours of 3:00 a.m. and 6:00 a.m., seven days a week. This will allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- F. The fines for parking in violation of this paragraph, fines for parking in the Downtown Business District, shall be \$25 for the 1st offense, \$50 for the 2nd offense, and \$75 for the 3rd or subsequent offense in a calendar year.
- G. Should a snow emergency be declared, parking shall be prohibited on the streets located in the downtown business district, between the hours of 11:00 p.m. and 6:00 a.m.

RESERVED PARKING PERMIT TYPES AND APPLICATION PROCESS

Handicapped/Temporary Parking Permit

There are two categories of handicapped spaces – public and private. The public handicapped spaces are designated for use by the public. Any handicapped person, defined as provided by Section 31-2-213(d)(ii) of the Wyoming Statutes, 1977 Republished Edition, as amended and carrying and displaying on their vehicle, a proper identification sticker issued by the State of Wyoming may use a handicapped space.

Private handicapped spaces are marked with the individual's handicapped permit number, and only the individual assigned to the permit number is eligible to utilize the space.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain

view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a reserved handicapped parking space must be made with the Public Services Department.
- B. Applicants are considered eligible for a private handicapped parking space if the applicant has a disability which limits or impairs their ability to walk as determined by a licensed physician or advanced practice registered nurse, including:
 - a. An inability to walk two hundred (200) feet without stopping to rest;
 - b. An inability to walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
 - c. A restriction by lung disease to such an extent that the person's forced expiratory volume for one (1) second when measured by spirometry is less than one (1) liter, or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;
 - d. Requires use of portable oxygen;
 - e. Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards established by the American Heart Association;
 - f. A severe limitation on the ability to walk due to an arthritic, neurological or orthopedic condition; or
 - g. A severe visual or audio impairment that limits the person's mobility.
- C. A nonrefundable application fee of \$25 and if the permit is granted an annual fee of \$50 is required.
- D. All Parking permits once approved will be issued by the Public Services Department.
 - 1. The number of spaces and location of spaces to be allowed for permanent handicapped parking shall be determined by the Public Services Director, or his/her designee.
 - 2. Where permanent reserved spaces for handicapped parking are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signage, and yellow or blue curb paint, at the discretion of the Public Services Director .
 - 3. The Public Services Department will forward the document to the Casper Police Department Community Service Officer Division for entry into the system upon approval.
- D. Denial of application:
 - 1. Should the application be denied, the applicant will be notified of the reason.

2. Should the application be approved, the Public Services Director, or his/her designee will issue the appropriate documentation to the applicant.
 3. The application fee is Non-Refundable.
- E. The annual fee for a permanent, reserved handicapped parking space is \$50. Renewals may be granted upon receipt of a licensed physician's written statement showing continuing need, as long as the space still complies with traffic and parking needs, as determined by the Public Services Director, or his/her designee.
- F. Violation of any conditions of this permit is cause for immediate revocation.

RECREATIONAL VEHICLE PARKING PERMIT

These spaces are designated only in residential areas on public streets (not in the parkway), and are for use in long-term parking (more than five (5) days) of recreational vehicles between May 1st and November 1st, as defined in Chapter 10.36 of the Casper Municipal Code, by a property owner. The use of a recreational vehicle as a dwelling when parked on private property or on a public street shall be limited to five (5) days within a thirty day period.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in a location as approved by the Community Services Officer Division.

- A. An application for a seasonal recreational vehicle parking space must be made with the City Clerk.
1. A non-refundable application fee of \$25 is required.
 2. An annual fee of \$250 is required upon approval of application.
- B. The City Clerk will notify the Community Service Officer Division that an application has been made.
- C. The Community Service Officer may designate recreational vehicle parking spaces in an approved area if:
1. The space is located directly in front of the lot owned by the applicant;
 2. No parking pad or residential off-street parking is available
 3. Neighbors approval
 4. Must not create a traffic hazard
 5. May not be parked at an intersection

The Community Service Officer will obtain the signatures of the owners of the

lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle on the public street; and, The Community Service Officer determines that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.

- D. No permit shall be issued for the parking of such vehicles if the street is an arterial or collector street, or at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
- E. The annual fee for a seasonal recreational vehicle parking space from May 1st to November 1st, is \$250. Upon each and every request for renewal of a Recreational Vehicle Parking Permit, applicant shall provide a new application each year.
- F. Violation of any conditions of this permit is cause for immediate revocation.
- G. Approved application will be filed with the Casper Police Department Community Service Division.

PARKWAY PARKING PERMIT

Parkway Parking Permit: (12th and 13th St from CY to McKinley)

Parkway parking allows the parking of a vehicle, as defined by Chapter 10.36 of the Casper Municipal Code, on the non-sidewalk portion of a parkway in front of the lot, or, for a corner lot, on the street side of the lot owned by the applicant. A parkway is an area of land located between the back of the street curb and the property line, including landscaping located therein.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the permitted use. The permit decals must be displayed in the lower corner driver's side window of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in any other manner approved by the Community Development Director.

- A. An application for a parkway parking permit must be made with the Public Services Department.
 - 1. A one-time, non-refundable application fee of \$25 will be required.
 - 2. Annual fee of \$250 is required at time of application.
 - 3. Annual Renewal fee: with an option to renew each subsequent year in the amount of \$50 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

- B. Property owners remain responsible for utilities located in the parkway.
- C. Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- D. Hard surface requirement at property owner's expense (inspection required by Public Services Department).
- E. Only motorized vehicles authorized – no RVs, boats, or trailers.
- F. Vehicles cannot be parked closer than 15 ft. to a fire hydrant.
- G. Permits are limited to one per single family residence.
- H. No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- I. Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- J. No curb cuts will be permitted.
- K. These permits do not run with the land and are not transferrable.
- L. Violation of any conditions of this permit is cause for immediate revocation.

LOADING ZONE PARKING PERMIT

- A. These spaces are designated specifically for use by individuals loading and/or unloading merchandise and materials.
- B. An application for a loading zone space must be made with the Public Services Department.
 - 1. A non-refundable application fee of \$25 is required.
- C. The application for Loading Zone permit will be made through the Public Services Department.
 - 1. The number of spaces and location of spaces to be allowed for loading zone spaces shall be determined by the Public Services Director, or his/her designee.
 - 2. Where permanent reserved loading zones are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signing, at the discretion of the Public Services Director, or his/her designee.
- D. The Public Services Director, or his/her designee, will approve or deny the application.
 - 1. Should the application be denied, the application fee will not be refunded to the applicant.
 - 2. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.

- E. The annual fee for a permanent, reserved loading zone space is \$300.
- F. Violation of any conditions of this permit is cause for immediate revocation.

CRITICAL PARKING - SCHOOLS PARKING PERMIT

These spaces are designated for use by individuals in residential districts who are severely impacted by high volumes of traffic created by the proximity to schools. A critical parking-schools parking permit allows the permit holder to park on the street in a critical parking area.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a critical parking permit must be made with the Public Services Department.
- B. The Public Services Director, or his/her designee, may designate critical traffic and parking area(s) consisting of certain streets or parts thereof, if:
 - 1. The area is detrimentally impacted by the parking of commuter vehicles during the proposed hours of restriction;
 - 2. The area does not have sufficient off-street vehicle parking for the use and convenience of the residents thereof in the vicinity of their homes;
 - 3. Vehicle noise, pollution or congestion will work unacceptable hardships on the residents of the area if present parking is to continue unregulated; and,
 - 4. The health, safety or welfare of residents of the area and the city as a whole and the attractiveness and livability of specific neighborhoods will be promoted by a system of preferential parking.
- C. The number and location of spaces or zones to be allowed for critical parking shall be determined by the Public Services Director, or his/her designee. Where critical parking spaces or zones are allowed by the Public Services Director, or his/her designee, the space or zone will be marked and designated by appropriate signage, or signage and yellow curb, at the discretion of the Public Services Director, or his/her designee.
 - 1. The Public Services Director, or his/her designee, will notify the Casper Police Department Community Service Division of the decision to approve or deny the application.
 - 2. Should the application be denied, the application fee will not be refunded to the applicant.
 - 3. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.
- D. The annual fee for a critical parking space is \$25.

- E. Violation of any conditions of this permit will be cause for immediate revocation.
- F. The permit is then filed with the City of Casper Public Services Department.

Bus Stop

The Public Services Director, or his/her designee, may establish bus stops on such public streets in such places and in such number as it shall determine to be of the greatest benefit and convenience to the public and every such bus stop shall be designated by appropriate signs.

Where such stops are established by the Public Services Director, or his/her designee, they will be marked and designated by appropriate signing, or signing and yellow curb, at the discretion of the Public Services Director, or his/her designee.

No one is allowed to utilize these stops unless they are a commercial carrier actually engaged in loading or unloading passengers, and the stopping does not interfere with any bus waiting to enter or about to enter such zone.

Parking is not allowed in a marked bus stop area.

SNOW EMERGENCY REGULATIONS

The city's snow emergency policy is designed to clear streets quickly and effectively during a storm, and to help create open, passable streets during and after the storm, in an effort to reduce impassable streets and snowed-in parking lots, which result in inconvenienced residents, reduced commerce, and endangered public safety.

To ensure effective snow removal and avoid related problems, the City of Casper has adopted an aggressive policy toward making sure roadways are cleared in advance of a storm so snow plows can do their work. Residents and businesses are advised to read the following procedures carefully.

Declaration of a Snow Emergency

- A. A snow emergency may be declared when four or more inches of snow are predicted.
- B. The emergency will be declared six hours before the storm is predicted to begin.
- C. The snow emergency will be cancelled once the storm subsides and the streets have been cleared, or if the amount of snow forecast is changed to an amount less than four inches. The procedure for communication of a cancellation will be the same as outlined below.

Communication of a Snow Emergency

It is the vehicle owner's responsibility to seek out information regarding snow emergencies during the winter months. The City of Casper will do everything possible to make this information easily accessible.

- A. The Public Services Department will notify the local access television channel (Cable Channel 192), along with the local media.
- B. The Casper Police Department will immediately begin warning residents to remove their vehicles.
- C. Residents may call the snow line at (307) 235-8283 (during business hours) to find out when an emergency is in effect or go to the City of Casper website <https://casperwy.gov>
- D. Information concerning snow emergencies will be available on the City of Casper website at casperwy.gov.

Parking, Ticketing and Towing Rules during a Snow Emergency

- A. Residents will be required to move their vehicles from the designated snow route streets four hours after the snow emergency declaration takes effect. Towing before the snow hits the ground is necessary to ensure clear streets for the snow plows.
- B. It is strongly advised that residents move their vehicles from the designated snow route streets as soon as an emergency is declared in order to avoid any confusion about time lines.
- C. Ticketing and towing will begin after four hours from the time the snow emergency declaration takes effect. The fine for parking on a designated snow route street during a snow emergency shall be \$50.

Parking, Ticketing and Towing Rules AFTER a Snow Emergency

- A. Normal parking enforcement will resume after the snow emergency declaration has been cancelled.

Streets Designated as Snow Emergency Streets

All streets in the Downtown Business District.

East 3rd Street from Jackson Street to Conwell Street (Hospital Route)

East 5th Street from Center Street to Conwell Street (Downtown and Narrow "B" Level)

East 7th Street from Wolcott Street to Durbin Street (School Route) East 8th Street from David Street to Center Street (School Route)

East 8th Street from Wind River Avenue to Walsh Drive (School Route) East 9th Street from Ash Street to Beech Street ("A" Level)

East 12th Street from CY Avenue to McKinley Street ("A" Level) East 13th Street from CY Avenue to McKinley Street ("A" Level)

West 14th Street from Cottonwood Street to Willow Street (School Route) East 14th Street from CY Avenue to Elm Street (School

Route)

East 15th Street from CY Avenue to Beverly Street (School Route)

West 15th Street from Cottonwood Street to Willow Street (School

Route) West 15th Street from Willow Street to Poplar Street (School Route)

East 25th Street from Shattuck Avenue to Sagewood Avenue

(School Route) West 29th Street from Knollwood Drive to Coffman

Avenue (School Route) West 38th Street from Wolf Creek Road to Aspen Drive (School Route)

47th Street from Oak Street to Center Street (Heavy Drifting "B" Level)

47th Street from Vista Way to Mountain Way (Heavy Drifting "B" Level)

50th Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)

50th Street from Mountain Way to Casper Mountain Road (Heavy Drifting "B" Level)

53rd Street from Oak Street to Casper Mountain Road (Heavy Drifting "B"

Level) East "A" Street from North Elk Street to North Lowell Street

(School Route) Bentley Drive from Coliseum Way to East 2nd Street

(Narrow Collector "B" Level) Bellaire Drive from Laramie Avenue to CY Avenue (School Route)

Bruce Lane from Foster Road to North Glenn Road ("A" Level)

Buckboard Road from Herrington Drive to Robertson Road

(School Route) Carriage Lane from Wyoming Boulevard to East

12th Street (School Route) North Center Street from East "K"

Street to East "L" Street (School Route)

South Center Street from 47th Street to 50th Street (Heavy Drifting "B"

Level) Christi Lane from Walsh Drive to Wind River Avenue (School

Route) Coffman Avenue from CY Avenue to Sage Avenue (School

Route)

Coffman Avenue from West 25th Street to West 29th Street (School

Route) Collins Drive from South Durbin Street to South Kimball Street

("A" Level) South Conwell Street from East 1st Street to East 3rd Street

(Hospital Route) South Conwell Street from East 3rd Street to East 15th

Street ("A" Level) Cottonwood Street from West 14th Street to West 15th

Street (School Route) CY Avenue from Poplar Street to Ash Street

("A" Level)

Donegal from East 12th Street to Waterford (School Route)

Eagle Drive from Wyoming Boulevard to Fox (Heavy Drifting "B"

Level) South Elm Street from West 8th Street to West 15th Street (School

Route) English Avenue from Foster Road to Poplar Street ("A" Level)

Essex Avenue from Sage Avenue to Skyridge Road (School Route)

Fairdale Avenue from East 15th Street to Farnum Street (School

Route) Farnum Street from Beverly Street to Fairdale Avenue

(School Route) Foster Road from Bruce Lane to English Avenue "A"

Level)

Gary Avenue from North Huber Drive to North Sun Drive (School

Route) North Glenarm Street from East "H" Street to East "K" Street
 (School Route) Glenn Road from Bruch Lane to English Avenue ("A"
 Level)
 Goodstein Drive from Marks Way to Casper Mountain Road (Heavy Drifting "B"
 Level) Goodstein Drive from Casper Mountain Road to Vista Way (Heavy Drifting
 "B" Level) North Grant Street from East "K" Street to East "H" Street (School Route)
 East "H" Street from North Grant Street to North Glenarm Street (School Route)
 Hickory Street from Coffman Avenue to West 24th Street (School Route)
 North Huber Drive from Gary Avenue to East 2nd Street (School
 Route) South Jackson Street from East 2nd Street to East 3rd Street
 (Hospital Route) Jim Bridger Avenue from DeSmet Drive to Bellaire
 Drive (School Route) East "K" Street from North Center Street to
 Bryan Stock Trail ("A" Level) Knollwood Drive from West 25th Street
 to West 29th Street (School Route) Magnolia Drive from Paradise Drive
 to Primrose (School Route)
 South McKinley Street from East 1st Street to East 27th Street ("A"
 Level) North Elk Street from East "A" Street to East 1st Street
 (School Route) North Lowell Street from East "A" Street to East 1st
 Street (School Route)
 Oak Street from Goodstein Drive to 47th Street (Heavy Drifting "B"
 Level) Oakcrest from 15th Street to 17th Street (School Route)
 Paradise Drive from CY Avenue to Magnolia Drive ("A" Level)
 Paradise Drive from Riverbend Road to Magnolia Drive (Narrow Collector "B"
 Level) Payne Avenue from East 5th Street to East 12th Street (School Route)
 Poplar Street from CY Avenue to Wyoming Boulevard ("A"
 Level) Sage Avenue from CY Avenue to Essex Avenue (School
 Route)
 Sagewood Avenue from East 21st Street to East 25th Street (School
 Route) Shattuck Avenue from East 21st Street to East 25th Street
 (School Route) Skyridge Road from Essex Avenue to Coffman
 Avenue (School Route) North Sun Drive from Gary Avenue to East
 2nd Street (School Route)
 South Walsh Drive from East 2nd Street to East 12th Street (School Route)
 Waterford from Donegal to East 12th Street (School Route)
 Willow Street from West 13th Street to West 15th Street (School Route)

APPENDICES

PARKING PERMIT APPLICATION

Name of Applicant _____

Signature of Applicant _____

NOTE: By signing this application, you are agreeing to the conditions for the parking permit for which you apply (see attached) and the current City of Casper Parking Manual and Resolution.

Address _____

City _____ State _____ Zip _____

Telephone _____ (work) _____ (home)

Type of Permit for Which Application is Being Made

- ☐ Handicapped – Initial Application Fee - \$25; Annual Fee - \$50
(Must have valid disabled sticker, issued by the State of Wyoming)
- ☐ Loading Zone – Initial Application Fee - \$25; Annual Fee - \$300
- ☐ Seasonal Recreational Vehicle – Initial Application Fee - \$25; Annual Fee - \$250
(petition required each year)
- ☐ Parkway Parking Application Fee - \$25; Annual Fee - \$250
- ☐ Parkway Parking Annual Renewal Fee - \$50;
with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- ☐ Critical Parking – Schools – Application Fee - \$0; Annual Fee - \$25

(PLEASE NOTE: If your application is denied, your application fee will not be refunded. Also, it is your responsibility to renew these permits annually. They are not automatically renewed, and you will not receive renewal reminders.)

Petition for Recreational Vehicle Parking on the Street

OWNER: _____ DATE: _____

ADDRESS: _____

HEREBY PETITIONS for an annual permit to park a (an) _____

License # _____ on the street at the above location.

Seasonal Recreation Vehicle Parking

Chapter 10.36 of the Casper Municipal Code states that the owner of a recreational vehicle may apply for an annual permit to park a recreational vehicle on the public street in front of the lot owned by him or her. The Community Service Officer will obtain the signatures of the owners of the 2 lots immediately adjacent on the same side of the street (one on each side) and the 3 lots immediately across the street, agreeing to the parking of such vehicle. **Parking will not be permitted on an arterial or collector street, and in the thirty-foot sight distance triangle at the intersection of any street or alley.**

I agree to the parking of a (an) _____ on the street

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Submitted by: _____ DATE: _____

Community Service Officer Signature _____ DATE: _____

APPROVED: ☐

NOT APPROVED: ☐

PARKING PERMIT CONDITIONS

Handicapped

- For use only by handicapped individual.
- Must have proper identification according to the laws of the State of Wyoming
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Violation of any conditions for this permit will be cause for immediate revocation.

Seasonal Recreational Vehicle

- For use by property owner. Space must be located directly in front of the lot owned by the applicant; and, Community Service Officers will obtain the signatures of the owners of the lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, if it is determined by the Community Service Officer that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.
- Upon each and every request for renewal of said permit, applicant shall provide a new petition completed as described in the above paragraph.
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside, or in a location approved by the Community Service Officer. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Violation of any conditions for this permit will be cause for immediate revocation.

Loading Zone

- For use by owner or lessee of property, or to owner of the vehicle.
- Shall only be used for loading or unloading merchandise or materials or passengers.
- Violation of any conditions for this permit will be cause for immediate revocation.

Critical Parking - Schools

- For use by property owner and guests.
- Permit must be displayed prominently on the dashboard of the parked vehicle,

on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.

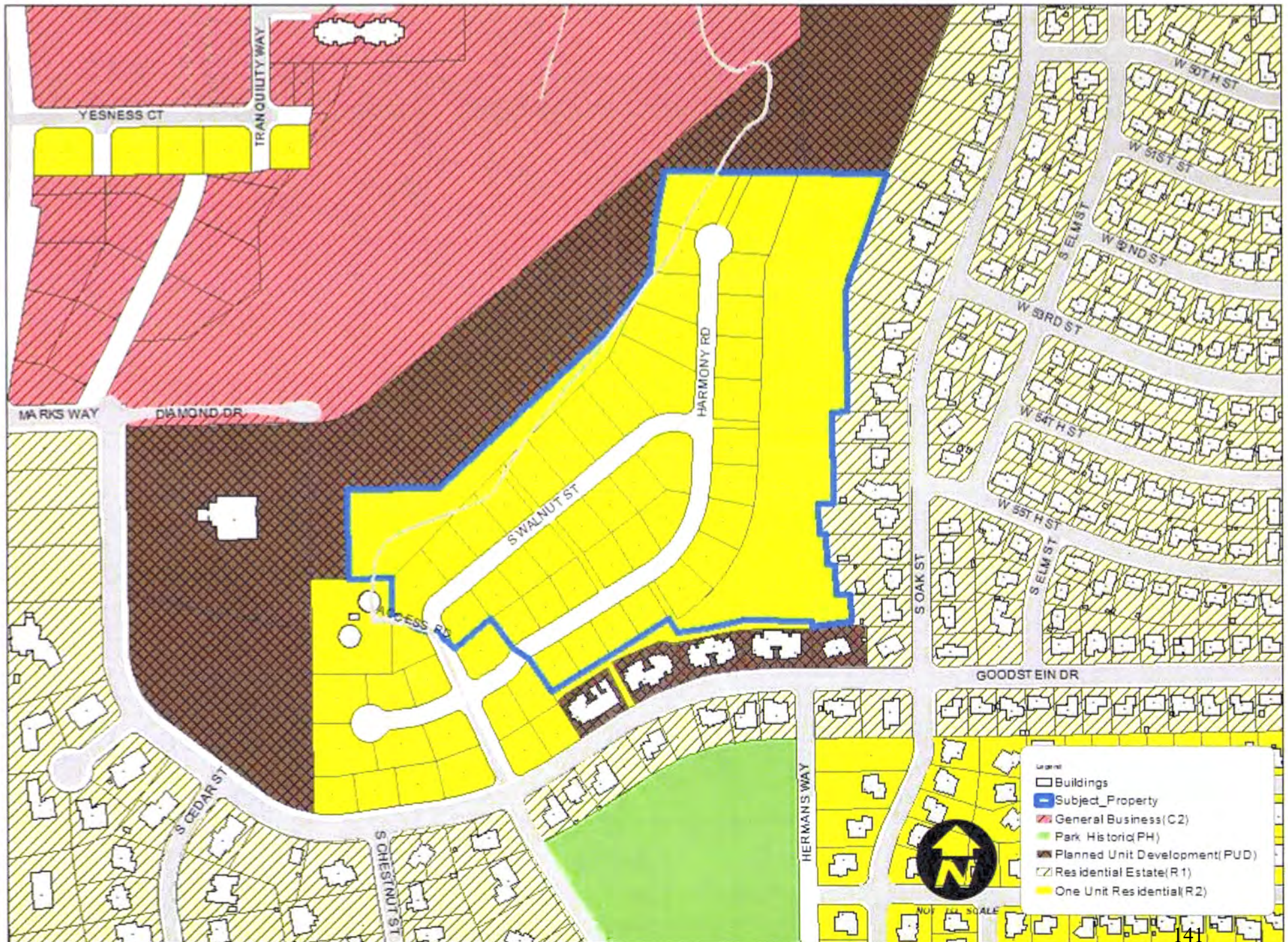
- Violation of any conditions for this permit will be cause for immediate revocation.

Parkway Parking

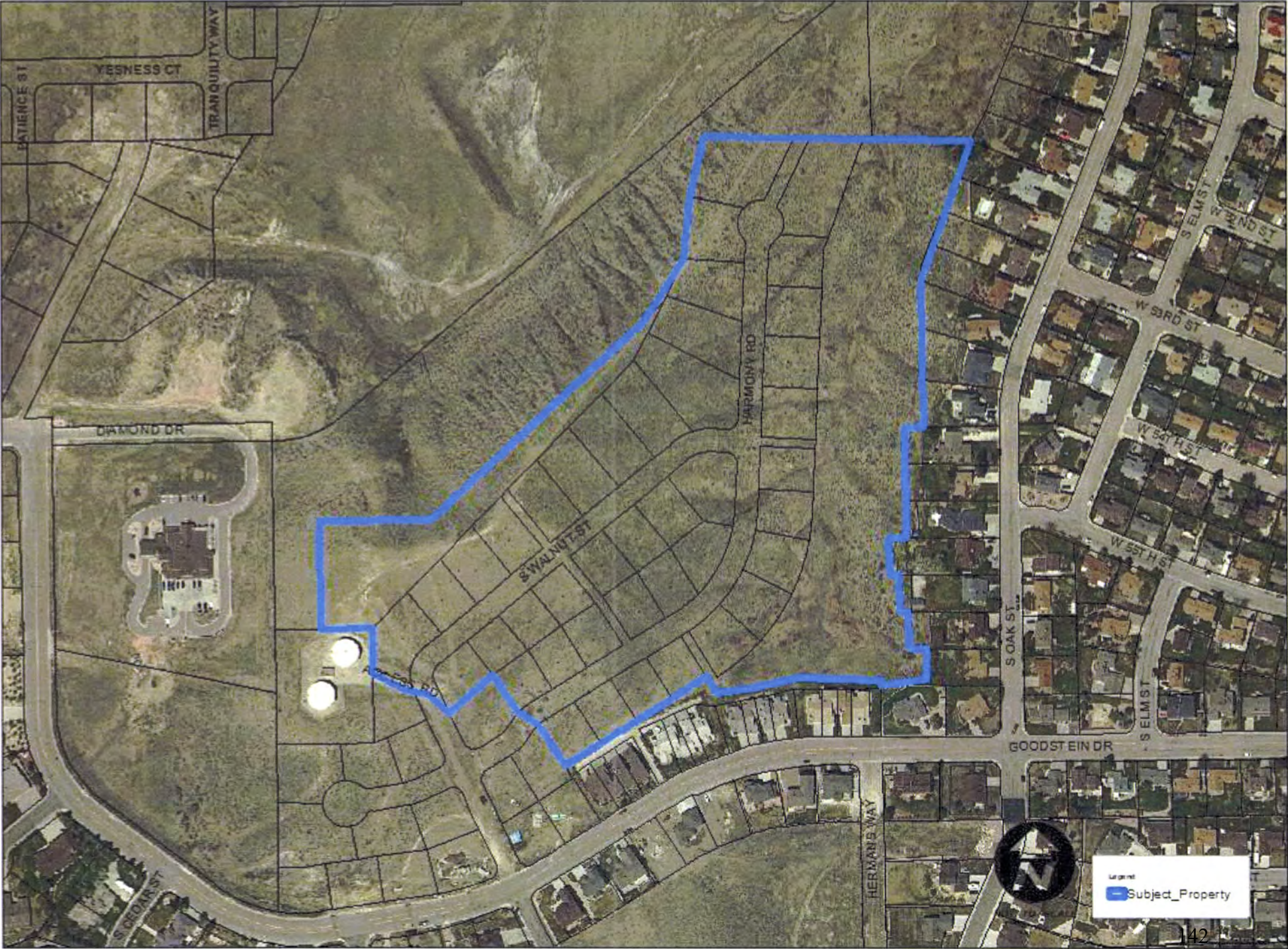
- Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- No RV parking or Commercial Vehicle parking is permitted in the Parkway.
- No portion of the parkway shall be used to park or store any type of commercial vehicle, building, equipment, sign or other obstruction intended for commercial use or display.
- The Parkway parking space must be located directly in front of the lot owned by the applicant. The property owner may be allowed a decal for each vehicle they own, but only one vehicle is allowed to park on the parkway. Permits are limited to one per single family residence and for use by property owner vehicles only.
- Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- These permits do not run with the land and are not transferrable.
- Permit decal must be displayed prominently on the lower corner of the windshield of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside, or in a location approved by the Public Services Director.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Renewals fees are set out in the attached Resolution. Renewals are permitted for the "purchasing property owner", so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- Property owners remain responsible for utilities located in the parkway.
- Hard surface requirement at property owner's expense (inspection required by Public Services Department).
- Vehicles cannot be parked closer than 15 ft. to a fire hydrant.

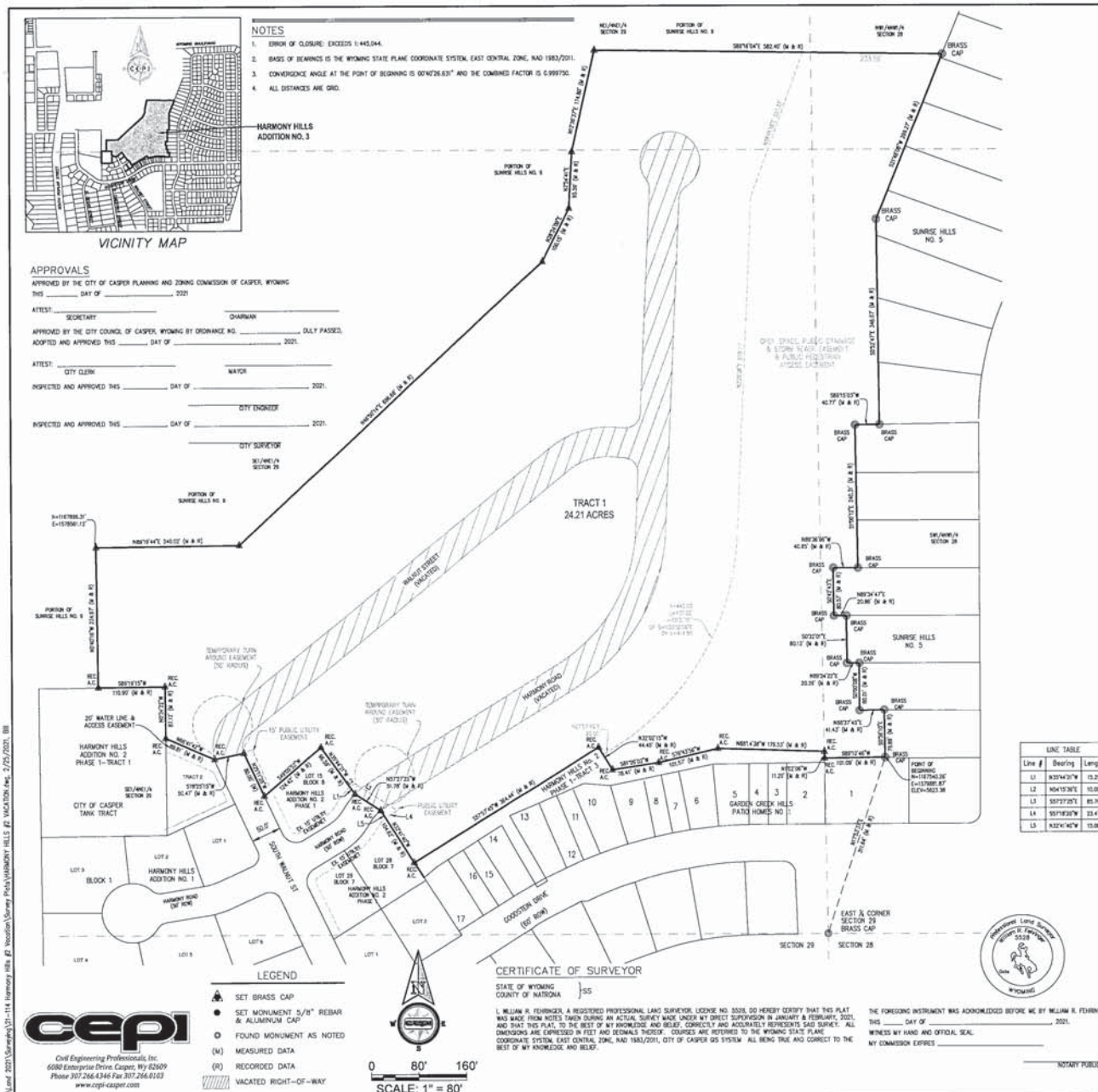
- No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- No curb cuts will be permitted.
- Violation of any conditions for this permit will be cause for immediate revocation.

Harmony Hills Addition No. 3 (vacation & replat)



Harmony Hills Addition No. 3 (vacation & replat)





CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA } SS

THE UNDERSIGNED, HARMONY DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF A PARCEL OF LAND SITUATE WITHIN THE WYOMING OF SECTION 28 AND THE CORNER OF SECTION 28, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING A VACATION AND REPLAT OF LOTS 1 - 27, BLOCK 7, LOTS 1 - 14, BLOCK 8, TRACTS 4 AND 5, AND PORTIONS OF HARMONY HILLS ADDITION NO. 2, PHASE 1, RECORDED IN INSTRUMENT NO. 89623, TO THE CITY OF CASPER, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 28, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, A DISTANCE OF 311.64 FEET TO THE SOUTHEAST CORNER OF HARMONY HILLS ADDITION NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°51'45"W, ALONG THE SOUTH LINE OF SAID ADDITION AND THE NORTH LINE OF LOT 1, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 101.06 FEET TO A POINT LOCATED ON THE SECTION LINE CORNER TO SAID SECTIONS 28 AND 29;

THENCE NORTH 73°57'37"E, ALONG THE EAST LINE OF TRACT 3, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 11.20 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 179.53 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 101.57 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTH 73°57'37"E, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 78.41 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WESTERN LINE OF THE PARCEL AND THE EASTERN LINE OF SAID TRACT 3, A DISTANCE OF 44.49 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE SOUTHERLY LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID TRACT 3, A DISTANCE OF 364.44 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT 3, LOCATED ON THE LINE OF LOT 26, BLOCK 1, HARMONY HILLS ADDITION NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID LOT 26, A DISTANCE OF 104.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 26, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ACROSS HARMONY ROAD, A DISTANCE OF 51.78 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 8, HARMONY HILLS ADDITION NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF LOT 15, BLOCK 8, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 98.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID LOT 15, A DISTANCE OF 124.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 15, LOCATED ON THE EAST LINE OF SOUTH WALNUT STREET, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH WALNUT STREET, A DISTANCE OF 80.00 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ACROSS SOUTH WALNUT STREET, A DISTANCE OF 50.47 FEET TO THE NORTHEAST CORNER OF TRACT 2, HARMONY HILLS ADDITION NO. 2 - PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE SOUTHERLY LINE OF THE PARCEL AND THE NORTHERLY LINE OF SAID TRACT 2, A DISTANCE OF 89.81 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE NORTHWEST CORNER OF SAID TRACT 2, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF TRACT 1, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 83.12 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 110.90 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 234.97 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 240.02 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE NORTHWESTERLY LINE OF THE PARCEL, A DISTANCE OF 698.88 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 100.10 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 85.59 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE NORTH 73°57'37"E, ALONG THE WESTERN LINE OF THE PARCEL, A DISTANCE OF 174.80 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 382.40 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF SUNRISE HILLS NO. 5, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 298.27 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 246.07 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 40.77 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 240.31 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 40.85 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 80.57 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 30.86 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 80.12 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 30.26 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 80.01 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 41.43 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE SOUTH 89°51'45"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 5, A DISTANCE OF 78.88 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 24.21 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAN, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "HARMONY HILLS ADDITION NO. 3" AND THE OWNERS HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WELLS AND PIPES, ANY AND ALL OF THEM, ALONG THE WESTERN STRIPS OF LAND NAMED "PUBLIC UTILITY EASEMENT" AND "PUBLIC UTILITY EASEMENT" AS SHOWN ON THIS PLAN. THE AREAS OF HARMONY ROAD AND WALNUT STREET AS SHOWN HEREON ARE HEREBY VACATED BY VIRTUE OF THIS PLATING, ALL OTHER ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

HARMONY DEVELOPMENT, LLC
P.O. BOX 1178
CASPER, WYOMING 82402

USA BURROUGHS - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY USA BURROUGHS, PRESIDENT OF HARMONY DEVELOPMENT, LLC, THIS ____ DAY OF _____, 2021.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION & REPLAT OF LOTS 1 - 27, BLOCK 7, LOTS 1 - 14, BLOCK 8, TRACTS 4 AND 5 AND PORTIONS OF WALNUT STREET AND HARMONY ROAD HARMONY HILLS ADDITION NO. 2, PHASE 1 AS

HARMONY HILLS ADDITION NO. 3

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE WYOMING OF SECTION 28 AND THE CORNER OF SECTION 29 T.33N., R.79W., 6TH P.M. NATRONA COUNTY WYOMING FEBRUARY, 2021

W.O. #21-114

cepi
Civil Engineering Professionals, LLC
6080 Enterprise Drive, Casper, WY 82409
Phone 307.266.4344 Fax 307.266.0103
www.cepi-casper.com

W:\Land 2021\Samples\21-114 Harmony Hills #2 Vacatn\Survey Poly\Vacatn Hills #2 VACATN.dwg, 2/25/2021, B8

**HARMONY HILLS ADDITION NO. 3
RATIFICATION AGREEMENT**

This Ratification Agreement ("Agreement") is made and entered into this 23rd day of April, 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. Harmony Development, LLC, PO Box 1176, 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 1-27, Block 7; Lots 1-14, Block 8, Tracts 4 and 5, and portions of Walnut Street and Harmony Road, Harmony Hills Addition No. 2, Phase 1, to create the Harmony Hills Addition No. 3 .
- C. A plat of Harmony Hills Addition No. 3 ("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.
- D. Instead of executing a new Subdivision Agreement, the parties agree to leave in place the requirements of the previous Subdivision Agreements and amendments that apply to the property.

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 – RATIFICATION OF PREVIOUS AGREEMENTS

Owner and City agree to keep in place and apply the following documents to Harmony Hills Addition No. 3:

- 1) First Amendment to the Harmony Hills Addition No. 2 – Phase 1 Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site plan Agreement, dated January 6, 2017 (Instrument # 1027183);
- 2) Harmony Hills Addition No. 2, Phase 1, recorded in the office of the Natrona County Clerk on July 22, 2015 as Instrument No. 996234.

SECTION 3 – 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:

Harmony Development, LLC
PO Box 1176,
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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: [Signature]

Printed Name: Tastie Ross

Title: _____

OWNER

Harmony Development, LLC

By: [Signature]

Printed Name: Lisa A. Budge

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)

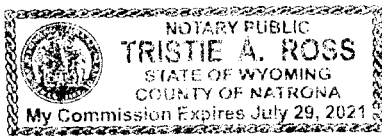
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of April, 2021, by Lisa A. Burridge as the Managing Member of Harmony Development, LLC.

(Seal, if any)



[Signature]
(Signature of notarial officer)

notary public
Title (and Rank)

[My Commission Expires: 7-29-21]

ORDINANCE NO. 12-21

AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING HARMONY HILLS ADDITION NO. 3,
AND APPROVING THE SUBDIVISION RATIFICATION
AGREEMENT

WHEREAS, Harmony Development, LLC has applied to vacate and replat Lots 1-27, Block 7; Lots 1-14, Block 8, Tracts 4 and 5, and portions of Walnut Street and Harmony Road, Harmony Hills Addition No. 2, Phase 1, to create the Harmony Hills Addition No. 3 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 vacation and replat creating the Harmony Hills Addition No. 3 Subdivision is hereby approved.

SECTION 2:

All previous Subdivision Agreements, including Amendments, which pertain to areas inclusive of the Harmony Hills Addition No. 3, as listed herein, are hereby ratified, and shall remain in full force and effect, for Harmony Hills Addition No. 3.

- 1) First Amendment to the Harmony Hills Addition No. 2 – Phase I Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site plan Agreement, dated January 6, 2017 (Instrument # 1027183);

- 2) Harmony Hills Addition No. 2, Phase 1, recorded in the office of the Natrona County Clerk on July 22, 2015 as Instrument No. 996234.

SECTION 3:

The Subdivision Ratification Agreement is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

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 4th day of May, 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:



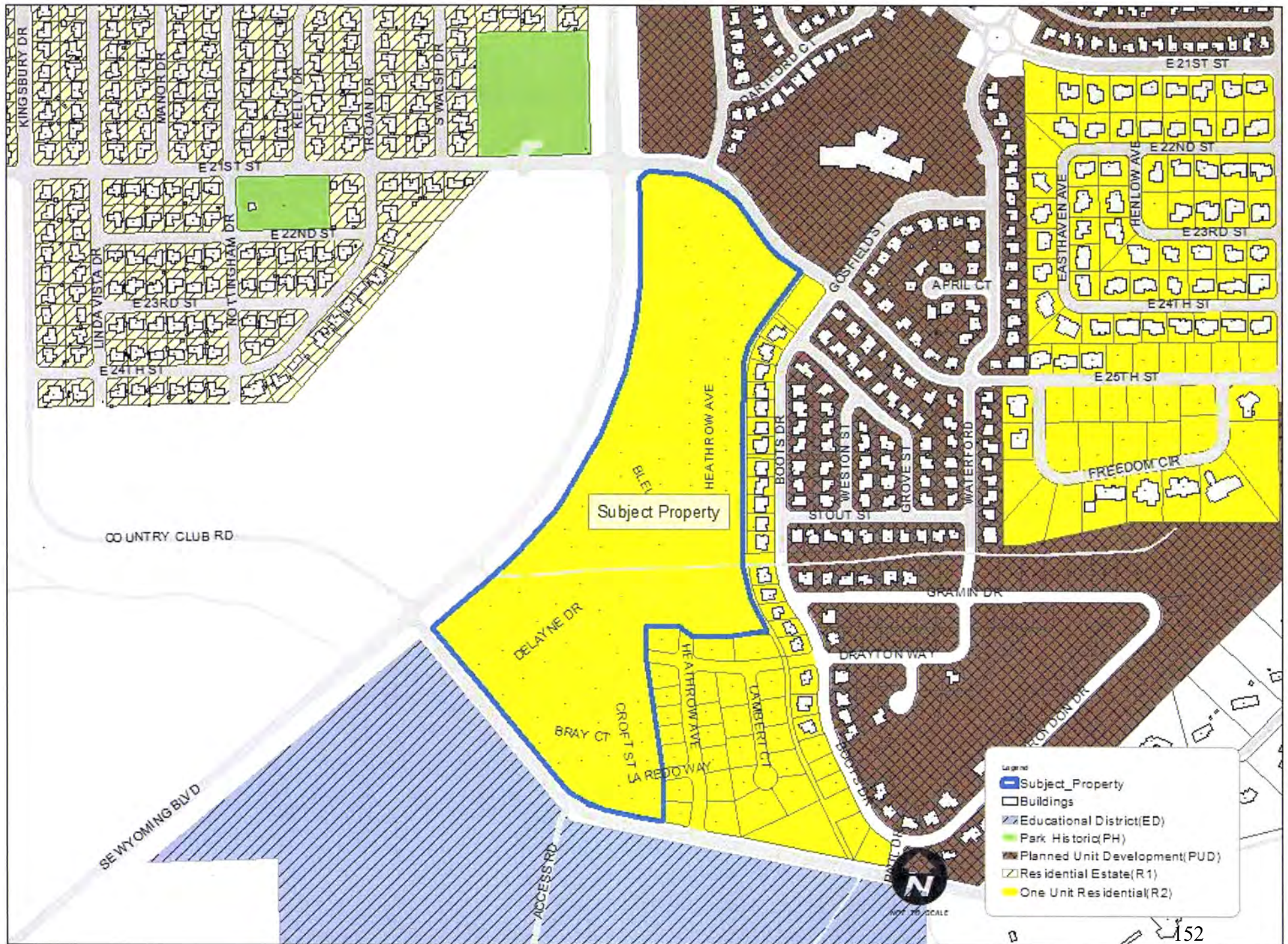
ATTEST:

Fleur Tremel
City Clerk

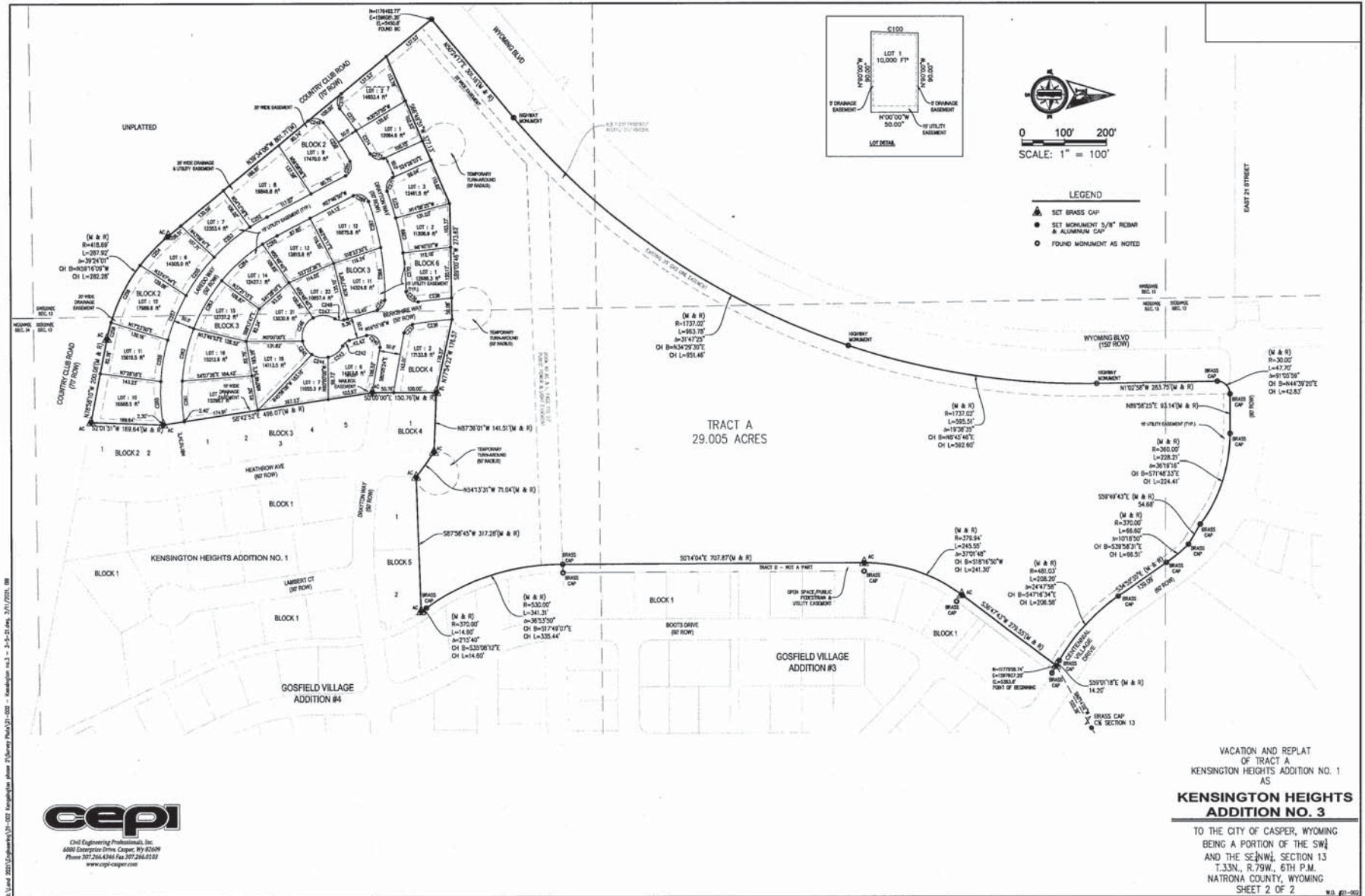
CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

Proposed Kensington Heights Addition No. 3



[illegible]



**KENSINGTON HEIGHTS ADDITION NO. 3
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 23rd day of April, 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. 1, to create the Kensington Heights Addition No. 3 Subdivision.
- C. A plat of Kensington Heights Addition No. 3 ("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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: [Signature]

Printed Name: Tastic Ross

Title: _____

OWNER

Kensington Heights Investments, LLC

By: [Signature]

Printed Name: Lisa A. Berridge

Title: 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)

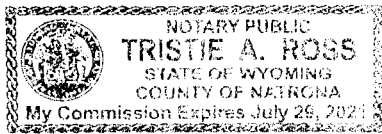
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of April, 2021, by Lisa A. Burridge as the 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. 13-21

AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING THE KENSINGTON HEIGHTS ADDITION
NO. 3 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. 3 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. 3 Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Kensington Heights Addition No. 3 Subdivision is hereby approved, under the terms and conditions of the Kensington Heights Addition No. 3 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 4th day of May, 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:

Walter Tremel


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 12, 2021

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

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

SUBJECT: An Ordinance Granting a Franchise to Clarity Telecom, LLC, for the
Construction and Operation of a Cable System

Meeting Type & Date:

Council Meeting
May 18, 2021

Action type:

Public Hearing and First Reading

Recommendation:

That Council approve, after three readings, the proposed Ordinance Granting a Franchise to Clarity Telecom, LLC, for the Construction and Operation of a Cable System

Summary:

The City and Clarity Telecom, LLC, ("Clarity Telecom") have been in discussions for a new franchise ordinance. The final draft of the franchise ordinance, which is attached to this memorandum, is the product of mutual, good-faith negotiation. Here are some highlights of the franchise ordinance.

1. Franchise Grant: The purpose of the franchise ordinance is to allow Clarity Telecom to erect, construct, operate and maintain and operate its cable system in City rights of way in exchange for a franchise fee and other benefits provided to the City.

2. Franchise Fee: Clarity Telecom has agreed to a five percent franchise fee. The franchise fee is capped by federal law at five percent of Clarity Telecom's annual gross revenue.

3. Internet Service: At no charge to the City, Clarity Telecom will provide a backup, fiber-based, bi-directional, symmetrical Internet service with speeds of up to 1 Gbps download x 1 Gbps upload to the City dispatch center during its buildout of the cable system.

4. Capital Support for the Service to Public Buildings: Clarity Telecom provides the City with \$40,000 of capital grants to cover the installation and equipment charges relating to the internet service described above.

5. Franchise Term: The term of the franchise is for ten years. A long term franchise is important to the City because state and federal law have become increasingly unfavorable to cities, limiting the fees, terms and conditions that may be negotiated in a franchise.

6. Level Playing Field and Competitive Neutrality: Currently, Bresnan has no direct competitors to its cable or video service in the Casper area. Clarity Telecom is a competitor. The City must provide a level playing field, requiring equally burdensome material obligations in any franchise ordinance granted to competitors. This franchise agreement does.

7. Insurance, Indemnification: Clarity Telecom is required to carry insurance and indemnify the City against its negligence arising out of operation of its cable system.

8. Code Compliance: Clarity Telecom is required to comply with all applicable construction, safety and municipal codes, and FCC regulations.

Financial Considerations:

See Section 4 above.

Oversight/Project Responsibility:

Wallace Trembath, City Attorney's Office: Franchise ordinance drafting

Public Services: Franchise operations

IT Department: Capital grant, internet service to the City dispatch center

Financial Services: Franchise fee accounts receivable

Attachments:

Proposed ordinance

ORDINANCE NO.15-21

AN ORDINANCE GRANTING A FRANCHISE TO CLARITY TELECOM, LLC, FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council, having determined that Clarity Telecom, LLC has agreed to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the City of Casper, and has agreed to be bound by conditions of applicable law, and by binding agreement to serve the public interest, pursuant to the terms of this Franchise, does hereby ordain as follows:

SECTION 1. DEFINITION OF TERMS

1.1 Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Terms not defined below shall have the same meaning as in the Cable Act, defined below, or in Federal Communications Commission regulations. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- B. "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals.
- C. "Board/Council" means the governing body of the Grantor.
- D. "Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection or use of such Video Programming or any other lawful programming service.
- E. "Cable System" is defined as set forth in the Cable Act.
- F. "Cable Act" means the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. § 521, *et seq.*
- G. "Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- H. "City" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
- I. "FCC" means the Federal Communications Commission and any successor governmental entity thereto.

- J. "Franchise" means the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- K. "Grantee" means Clarity Telecom, LLC or the lawful successor, transferee, or assignee thereof.
- L. "Grantor" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
- M. "Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee and its affiliates, from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments imposed directly upon Subscribers and collected by the Grantee or pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any Capital Grant and/or Second Capital Grant (as defined in Section 12.5 hereof) recovered from Subscribers.
- N. "Person" means an individual, partnership, association, organization, corporation, trust or governmental entity.
- O. "Service Area" means the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 5.3 hereto.
- P. "State" means the State of Wyoming.
- Q. "Service Tier" means a category of cable service or other services provided by a cable operator and for which a separate rate is charged by the cable operator.
- R. "Street" or "Public Ways" includes each of the following located within the Service Area: public streets, roadways, freeways, courts, boulevards, sidewalks, parkways, lanes, drives, circles, highways, bridges, land paths, avenues, alleys, easements, rights-of-way and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- S. "Subscriber" means any Person lawfully receiving Cable Service from the Grantee.
- T. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.10.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any generally applicable local ordinance necessary for the convenience, safety, health, and welfare of the public which is lawfully adopted pursuant to the Grantor's general police power. This Franchise is a contract and, except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing, and signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor's lawful exercise of its general police power.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3. FRANCHISE RENEWAL

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its Council, officers, boards, commissions, agents, and employees for all claims for injury or death to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and shall indemnify and hold Grantor, its Council, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury or death to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar days prior to the

deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor's receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder, and shall pay for such defense (including, but not limited to, all costs, expenses and attorney fees incurred by Grantee for assuming the defense of the Grantor), and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee may be excused from any obligation to represent the Grantor at the Grantor's sole discretion. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct of the Grantor or for the Grantor's use of the Cable System. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the City under this Franchise or at law or equity.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$250,000 per occurrence, Combined Single Liability (C.S.L.) \$500,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$50,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- D. Grantee agrees to maintain insurance in the amounts herein, subject to statutory maximum liability amounts in Section 4.2, throughout the term of the Franchise. If Grantee cancels any policy, it shall immediately obtain a replacement policy and provide a new certificate to the Grantor evidencing new coverage within thirty (30) days. At no time shall the Grantee have any gaps in the coverage, or the amounts herein specified.
- E. Upon request by the Grantor, the Grantee shall provide the Grantor with policy endorsements listing the Grantor as an additional insured. The Grantor's failure to

request or review such insurance certificates or policies shall not affect Grantor's rights or the Grantee's obligations hereunder.

- F. It is recognized by and between the parties to this Franchise that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute § 139-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the term of this Franchise, or any subsequent terms, then Grantor shall notify Grantee in writing. Upon such notification, Grantee shall issue a revised policy endorsement to the Grantor with coverage for the maximum liability amounts under the Wyoming Governmental Claims Act.

SECTION 5. SERVICE OBLIGATIONS AND AVAILABILITY

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 Service Area. Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any Subscriber's dwelling unit or other units wherein such Cable Service is provided.

5.4 New Development Underground. Upon reasonable advance notice from Grantee, Grantor agrees to make a good-faith effort to meet with Grantee and to convene meetings between Persons utilizing Grantor's Public Ways to coordinate the placement of facilities in open trenches and along Public Ways.

5.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 5.3 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor, if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area (to the extent addresses exist) in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 6. CONSTRUCTION AND TECHNICAL STANDARDS

6.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with the National Electrical Safety Code (NESC), and applicable City of Casper Municipal Codes to the extent they do not conflict with the NESC.

6.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including, but not limited to, the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

6.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

6.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time, regardless of the transmission technology utilized.

6.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 7. USE OF STREETS AND PUBLIC WAYS

7.1 General Conditions.

- A. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.
- B. Subject to the terms of this Franchise, the Grantee may not endanger nor unreasonably interfere with the lives or property of persons; unreasonably interfere with property of the Grantor or -any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The Grantor shall control distribution of space in the Public Ways.
- C. The Grantee shall expeditiously carry out all of its operations during the course of any construction, repairs or maintenance operations on Public Ways of the Grantee.

7.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed

aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

7.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 9.1 of this Franchise.

7.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

7.5 Restoration of Public Ways and Public Property.

- A. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.
- B. Pursuant to the Grantor's generally applicable codes and ordinances, restoration, repair or replacement of Public Ways shall be completed within ten (10) business days. Upon request and for good cause shown, the City Manager or his/her designee may authorize an extension of the period within which the Grantee may perform its restoration work. If Grantee fails to restore the Public Ways as described above, the Grantor may, after twenty (20) days' written notice to Grantee, make such repairs or restorations that are necessary to return the Public Ways to their condition immediately prior to the damage or disturbance. The Grantor may elect to repair or replace public property so damaged by Grantee, such as a sewage line, and the Grantee shall compensate the City for the reasonable expenses associated with the repair or replacement. If such damage caused by Grantee creates an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may

repair the deficiency without prior written notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for all reasonable costs and expenses to repair or replace public property or Public Ways.

7.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities in accordance with the Casper Municipal Code and applicable state law.

7.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers in the interest of public convenience, health, safety or welfare. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities. If Grantee fails to remove or relocate its System as required by the Grantor, the Grantor may take action to remove or relocate Grantee's Cable System, and Grantee shall compensate the City for all reasonable expenses incurred thereby. In the event physical interaction with Grantee's plant is anticipated or likely to occur, such work shall be done by a qualified contractor. The Grantee shall not be penalized by the City for any failure to provide Cable Service which results from relocation or removal under Section 7.5, 7.7, or 7.11.

7.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

7.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

7.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Subject to the limitations of the Wyoming Governmental Claims Act, W.S. § 1-39-101, *et seq.*, the Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

7.11 Removal or Relocation in Event of Emergency. In event of emergency, or where the Cable System creates or is contributing to an imminent danger to health, safety, or property, the City may remove or relocate Grantee's Cable System without prior notice. As soon as practicable thereafter, the Grantor shall provide written notice to Grantee describing the nature of the emergency and the actions taken by the Grantor. No charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

7.12 Subcontractors. All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have under this Franchise and applicable laws if the work were performed by Grantee. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law and that all contractors and subcontractors are familiar with their responsibilities.

7.13 No Recourse. Grantee shall have no monetary recourse against the Grantor in accordance with applicable federal law. However, this shall not prohibit Grantee from seeking any other remedy that Grantee may have under applicable law.

SECTION 8. SERVICE AND RATES

8.1 System Maintenance. Interruptions shall be minimized. The Grantee shall schedule maintenance of the System so that interruptions are minimized to the extent reasonably possible, and so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the system.

8.2 Internet Service to City Dispatch Center. Upon request from Grantor, Grantee shall provide, at no charge, its fiber-based, bi-directional, symmetrical Internet service with speeds of up to 1 Gbps download x 1 Gbps upload to the City dispatch center located at 441 Landmark Drive, Casper, Wyoming 82609-4562 (the "Circuit"). Installation costs and equipment charges relating to the Circuit shall be paid by Grantor via the Capital Grant and Second Capital Grant (as defined in Section 12). The Circuit shall be used by the City solely as a backup Internet connection for redundancy purposes for City dispatch center Internet services, and not as the primary Internet connection for such purposes. Accordingly, while Grantee shall use commercially reasonable efforts to ensure that the Circuit is available 24 hours per day, 7 days per week, consistent with its own network availability, Grantee shall have no liability whatsoever to the City or otherwise under this Franchise for any failure or unavailability of the Circuit. Buildout and availability of the Circuit shall occur concurrently with Grantee's planned buildout of the Cable System, but in any event as quickly as reasonably practicable. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

8.3 Customer Service. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

8.4 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the

procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days' prior notice of any rate increases, channel lineup or other substantive service changes.

8.5 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

8.6 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored.

SECTION 9. FRANCHISE FEE

9.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

9.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 2.2. Each franchise fee payment shall be accompanied by a brief report showing the basis for the computation that is signed by an employee or agent of the Grantee with knowledge of the calculation of the payment. In the event of a dispute, the Grantor, if it so requests, shall be furnished a verified statement of said payment, reflecting the Gross Revenues and the applicable charges.

9.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

9.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be ten (10) years from the date on which payment by the Grantee was due.

SECTION 10. TRANSFER OF FRANCHISE

10.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 11. RECORDS, REPORTS AND MAPS

11.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be furnished to the Grantor upon request.

11.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

11.3 Strand Maps. Grantee agrees to provide strand maps to an unaffiliated Person engaged by Grantor if such Person signs Grantee's nondisclosure agreement.

11.4 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for: (1) books and records showing the calculation of Gross Revenues and payment of Franchise Fees, which shall be kept for ten (10) years; and (2) service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 12. EDUCATION AND GOVERNMENT (EG) ACCESS

12.1 Education and Government Access. Upon request from Grantor, Grantee shall provide Internet service as specified in Section 8.2 in connection with educational and government access purposes.

12.2 Intentionally Left Blank.

12.3 Intentionally Left Blank.

12.4 Intentionally Left Blank.

12.5 Capital Support for Education and Government Internet Access. Upon request from Grantor, Grantee shall provide a capital grant in the amount of up to Twenty Thousand Dollars (\$20,000.00) (the "Capital Grant"), payable to the Grantor within sixty (60) days of such request, to support the Internet service deployment specified in Sections 8.2 and 12.1. Grantor agrees that the Capital Grant only may be used for Internet service capital equipment costs incurred in connection with Section 8.2 and 12.1 and not for operational costs. The Capital Grant shall be for the exclusive use of the Grantor within the Service Area and shall not be used for purposes other than as described under this Section 12.5. The Grantor shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary. The Grantee shall be entitled to recover such capital costs from subscribers to the extent not prohibited by applicable law. Five (5) years from the Effective Date of this Franchise, the Grantor may request in writing an additional capital grant in an amount up to Twenty Thousand Dollars (\$20,000.00) (the "Second Capital Grant") which shall be payable to the Grantor within sixty (60) days of a written request. Such request shall be accompanied by a report showing how the original Capital Grant was used, and a description of the future capital needs that will be paid by the Second Capital Grant. Grantor and Grantee shall discuss the requested Second Capital Grant request, which shall not be unreasonably denied by Grantee. Grantor and Grantee shall cooperate to resolve any security concerns with the Internet service provided in connection with Sections 8.2 and 12.1 and/or implement any additional security equipment or protocol to comply with applicable law.

12.6 Competitive Neutrality. If any new or renewed Cable System or Video Service agreement, as defined in Section 14.4.1, contains obligations that are lesser in amount than the obligations imposed in this Section 12, Grantee's aggregate obligations under Section 12 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Grantee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

SECTION 13. ENFORCEMENT OR REVOCATION

13.1 Informal Resolution. In all cases where the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor, via the City Manager or his/her designee, shall first informally discuss the matter with Grantee and seek mutual resolution of the problem.

13.2 Notice of Default. If the Grantee engages in a pattern of noncompliance, including one or more instances of substantial noncompliance with a material provision of the Franchise where informal discussions do not lead to mutually acceptable resolution of the issue, the Grantor shall notify the Grantee in writing of the exact nature of the alleged pattern of noncompliance (the "Default Notice"). The Default Notice shall contain a statement specifically describing the default and the identification and contact information of any person providing information that serves as the basis for the default allegation.

13.3 Grantee's Right to Cure or Respond. The Grantee shall have ninety (90) days from receipt of the Default Notice to (i) respond to the Grantor, contesting the assertion of default, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time the Grantor shall make reasonable efforts to make any employee of Grantor available for interview by Grantee, and shall provide information that serves as the basis for default allegation available to Grantee.

13.4 Enforcement. Subject to applicable local, state, and federal law, in the event the Grantor, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.
- D. Upon revocation of the Franchise, Grantor may require Grantee to remove the Cable System from the Streets of the Grantor.

13.5 Revocation Procedure.

- A. If the Grantee fails to respond to the Default Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor may seek to revoke the Franchise as outlined in this subsection.
- B. Prior to holding a public hearing on whether or not to revoke the Franchise, the Grantor shall give sixty (60) days' written notice to the Grantee. The notice shall set forth the exact nature of the default. During those sixty (60) days the Grantee may either object in writing and state its reasons for such objection, and provide any explanation or to cure the alleged default.
- C. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- D. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or recorded video of the proceeding shall be made available to the Grantee within thirty (30) business days at Grantee's sole cost and expense. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal

such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Level Playing Field. Grantee acknowledges and agrees that Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Service Area. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon ninety (90) days' prior written notice to Grantor, Grantee shall have the right and may choose, to the extent consistent with applicable federal and state laws and orders and rules adopted pursuant thereto:

- A. to modify this Franchise as Grantee and Grantor mutually determine is reasonably necessary to ensure that the material obligations applicable to Grantee are not more burdensome or less favorable than those imposed on any such competing provider; or
- B. to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. to terminate this Franchise and take in its place substantially the same franchise agreement of a competing provider of Cable Services or video services authorized by Grantor.

14.4.1 Material Obligations. Grantor and Grantee agree that any undertakings that relate to the renewal of the Franchise shall be subject to the provisions of Section 626 of the Cable Act (47 U.S.C. § 546) or any such successor statute. Nothing in this Franchise shall impair the right of Grantor or Grantee to seek other remedies available under law. For purposes of this section, "material obligations" shall include: underground construction; service to public buildings; customer service; franchise fee; education and government (EG) access, including any capital support; and records retention and inspection thereof.

14.4.2 Video Service. For the purpose of this Section 14.4, "Video Service" shall mean the provision of multichannel video programming generally considered comparable to video programming delivered by a television broadcast station, cable service or other digital television service, whether provided as part of a tier, on demand or on a per-channel basis, without regard to the technology used to deliver the video service, including, without limitation, Internet protocol technology or any successor technology. The term includes, without limitation: Cable Service and Video Service delivered by a community antenna television system. The term does not include: any video content provided solely as part of, and through a service offered by or over a network which does not utilize facilities located in Grantor's Public Ways, such as: (i) a service which enables users to access content, information, electronic mail or services that are offered via the public Internet, (ii) direct broadcast satellite service, and (iii) any wireless multichannel video programming provided by a commercial mobile service provider.

14.5 Notices. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Casper
Attn: City Manager's Office
200 N. David St.
Casper, WY 82601

Grantee: Clarity Telecom, LLC
5100 S. Broadband Lane
Sioux Falls, SD 57108
Attn: Legal Notices

Copy to: City of Casper
Attn: City Attorney's Office

200 North David St.
Casper, WY 82601

Copy to: Clarity Telecom, LLC
c/o Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Susan Oakes, Esq.

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be provided in accord with Wyoming State Statutes.

14.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.10 Effective Date. The Franchise granted herein will take effect and be in full force twenty- one (21) days from passing Council upon the third reading of the Ordinance. Grantor shall notify Grantee of the Effective Date in writing. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.11 Choice of Law and Venue. This Franchise shall be governed by the laws of the State of Wyoming and federal law. The State and Federal District Courts of Wyoming shall have venue and jurisdiction for any action in law or equity which may be instituted to enforce the terms of this Franchise.

14.12 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 § 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.

14.13 No Third Party Rights. The parties to this Franchise do not intend to create in any other individual or entity the status of third-party beneficiary, and this Franchise shall not be construed so as to create such status. The rights, duties and obligations contained in this Franchise shall operate only between the parties to this Franchise, and shall inure solely to the benefit of the parties to this Franchise. The parties to this Franchise intend and expressly agree that only parties signatory to this Franchise shall have any legal or equitable right to seek to enforce this Franchise, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Franchise, or to bring an action for the breach of this Franchise.

14.14 No Waiver. In entering into this Franchise, the Grantee and the Grantor do not waive, and hereby expressly reserves, any and all right that they have under applicable federal and state law.

PASSED on 1st reading the _____ day of _____, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APROVED AND ADOPTED on the 3rd and final reading the _____ day of _____, 2021.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Signature: _____

Name: _____

Title: City Clerk

Signature: _____

Name: _____

Title: Mayor

Accepted this _____ day of _____, 2021, subject to applicable federal, state and local law.

Clarity Telecom, LLC


Signature: _____

Name/Title: _____

Date: _____, 2021

16600345_v2

May 4, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation
Phil Moya, Recreation Manager

SUBJECT: Lease Agreement – Casper Youth Baseball

Meeting Type & Date

Council Work Session, May 18, 2021

Action type

Approval

Recommendation

That Council approves, by resolution, the Lease Agreement between the City of Casper and the Casper Youth Baseball.

Summary

The Parks and Recreation Department is seeking approval of a Lease Agreement between the City of Casper and the Casper Youth Baseball for the use of Washington Park Ballfield.

The only material change in the new lease is that the Lessee will pay \$5.00 per player instead of the \$2.50 per player in the previous agreement. This lease is a three-year agreement and will reflect a 5% increase annually for the two (2) additional extension terms. This change has been discussed and agreed to with the President of the Casper Youth Baseball.

Financial Considerations

Lessee shall pay to the Lessor annually as reimbursement for the costs of providing maintenance services for the Leased premises, an annual Lease fee of \$1.00, and the sum of Five Dollars (\$5.00) per player per season.

Annual Revenue:

- a) 2019 - \$1876.00
- b) 2020 - No season

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

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 Youth Baseball, a Wyoming Corporation or a 501(c)(3) Non-Profit Corporation, 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 Washington Park Baseball Field, located at 601-799 S. Jefferson Street, Casper, Wyoming; and
- B. Lessee desires to enter into a nonexclusive lease of the Washington Park Baseball Field and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Casper Youth Baseball 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 Washington Park Baseball Field, as described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "Washington Park Baseball Field".
- B. The "Washington Park Baseball Field" 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.

2. PURPOSE:

The demised premises are leased to Lessee for the purpose of conducting baseball practice and game activities and or services. Such baseball activities and or services 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 with the exception of monthly rent payments which will be adjusted to reflect a 5%

increase annually for the two (2) additional extension terms.

4. FEES:

Participant Fee: Lessee shall pay rent to the City as follows:

- A. Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00). Lessee shall also pay to the Lessor the sum of Five Dollars (\$5.00) per player for the 13-16 age group utilizing the facility annually for the use of the field. Lessee hereby agrees that only players ages 13-16 are authorized to use the leased premises during the term of this Agreement. The listed fees will be payable annually in advance to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming by May 15th of each year. Itemized infield maintenance fees associated with Washington Park Baseball Field that are the responsibility of Lessee are listed in Exhibit C, attached hereto and by reference made part of this Agreement, and are subject to annual increases based on the terms of the Agreement and the increased cost of materials.
- B. Optional Fees: Field Preparation Fees – All Field Preparation requests must be provided within two weeks of the event. Listed in Exhibit D attached hereto and by reference made part of this agreement. Field Preparations are not guaranteed and will be based on staff availability.

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 / RETAIL SALES (Determined by the City):

- A. The Lessee shall pay the Lessor a N/A percent of gross receipts from all sales of food, beverages, and other products which sum shall be due and payable to the Lessor on or before the N/A day of each month for open periods of seasonal operations, at the Washington Park Baseball Field Complex Concessions.
- 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. INVENTORY:

Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Parks and Recreation Department Director or his designee.

8. 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.

9. 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.

10. SCHEDULING:

- A. **Lessee** shall be responsible for the scheduling of the Washington Park Baseball Field for all baseball related activities. **Lessor** shall schedule any baseball and non-baseball activities based on the availability of the facility. **Lessee** shall provide the **Lessor** with a master schedule of all activities per facility.
- 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.
- C. For any special events or tournaments that deviate from the master schedule, the **Lessor** must notify the **Lessee** of such changes at least fourteen (14) days in advance.
- D. Midget Football Schedule for Washington Park Baseball Field: Listed in Exhibit E attached hereto and by reference made part of this agreement.

11. 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.

12. 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. *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.

C. *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.

D. *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.

E. *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.

13. 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. The plan shall pertain to the time period of the Lease, in the event the Parks and Recreation Department Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. 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. The **Lessor** will be entitled to 5% of the agreed upon advertising fee per sign/banner. **Lessee** will be responsible for the full payment of 5% of the advertising fee 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.
- C. 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.

15. RIGHT TO ENTRY:

The **Lessor** reserves the right to enter the leased property for 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.

16. MAINTENANCE:

- A. **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, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. 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 that exceed Seven Hundred Fifty Dollars (\$750) per repair. The **Lessee** will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The **Lessee** will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Lessee** is liable for all damages that occur to the facility during this lease term. The **Lessor** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.
- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the **Lessee**, including field preparations shown in Exhibit B, attached hereto and by reference made part of this Agreement. **Lessee** will be responsible for maintaining and cleaning of office space, concessions space, storage space, restrooms and portable restrooms provided

during the term of the Agreement. The Lessee will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The Lessee will also be responsible for litter collection on the grounds in the rental area that could accumulate during the term of the Lease. Lessee will be responsible for paying Lessor for additional services needed for special events or tournaments including field prep and additional trash removal service. The Lessee will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit D.

17. 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.

18. UTILITIES:

- A. Lessee is responsible for all charges for water and sewer services electricity and natural gas for the Washington Park Ballfield and attached facilities. The Lessee agrees to place the utility services for water and sewer, electricity and gas in the name of the Casper Youth Baseball and will incur all utility charges for the term of the Agreement. This excludes irrigation of the ballfield for the term of the Agreement.

19. 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.

20. 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.

21. 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. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Lessee** to repair, rebuild, or reimburse the **Lessor** to an equal to or better than condition or fairly compensate the **Lessor** in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. 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.

23. 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.

24. 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 Youth Baseball
P.O. Box 1966
Casper, WY 82602

25. 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.

26. 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.

27. 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.

28. 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.

29. TERMINATION OF LEASE AGREEMENT:

The City or Casper Youth Baseball may terminate this Agreement anytime by providing thirty (30) days written notice to City or Casper Youth Baseball of intent to terminate said Agreement. Notwithstanding the above, the Casper Youth Baseball shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Casper Youth Baseball or any breach of the Agreement by Casper Youth Baseball.

30. 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.

31. 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.

32. 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.

The Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

LESSEE:

Casper Youth Baseball
P.O. Box 1966
Casper, WY 82602

Phone:

307 254 8240

E-Mail:

Casperyb.president@gmail.com

WITNESS:

[Signature]

By: _____

LABrown

By: Victoria A. Brown

Title: President

Exhibit A:

A Parcel located in and being a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Lot 19 Block 207 of the Casper Addition S. $34^{\circ}26'48''$ E. a distance of 62.812' To the Point of Beginning; thence from the Point of Beginning S. $22^{\circ}20'5''$ W. a distance of 49.060' to a point; thence S. $60^{\circ}15'19''$ E. a distance of 24.436' to a point; thence S. $67^{\circ}45'3''$ E. a distance of 18.011' to a point; thence S. $61^{\circ}41'57''$ E. a distance of 22.376' to a point; thence S. $45^{\circ}0'0''$ E. a distance of 30.004' to a point; thence S. $31^{\circ}19'44''$ E. a distance of 20.403' to a point; thence S. $18^{\circ}55'29''$ E. a distance of 28.036' to a point; thence S. $22^{\circ}55'56''$ E. a distance of 21.391' to a point; thence S. $14^{\circ}2'11''$ E. a distance of 31.242' to a point; thence S. $6^{\circ}28'58''$ E. a distance of 33.554' to a point; thence S. $0^{\circ}0'0''$ W. a distance of 30.309' to a point; thence S. $4^{\circ}29'6''$ E. a distance of 38.763' to a point; thence S. $1^{\circ}28'8''$ E. a distance of 59.122' to a point; thence S. $70^{\circ}36'8''$ W. a distance of 57.036' to a point; thence S. $85^{\circ}18'5''$ W. a distance of 166.502' to a point; thence N. $89^{\circ}0'44''$ W. a distance of 175.819' to a point; thence N. $4^{\circ}45'49''$ E. a distance of 182.485' to a point; thence N. $23^{\circ}7'55''$ E. a distance of 141.116' to a point; thence N. $38^{\circ}27'6''$ E. a distance of 26.802' to a point; thence N. $42^{\circ}16'6''$ E. a distance of 58.402' to a point; thence N. $31^{\circ}58'18''$ E. a distance of 44.833' to a point; thence S. $76^{\circ}54'46''$ E. a distance of 144.910' to the Point of Beginning.

The above described parcel contains 2.9 acres, more or less.

Exhibit A:



Exhibit B:

Field Safety and Maintenance Checklist for Lessee to maintain Field Preps during the term of the lease agreement.

- **Skinned Areas**
 - The soil is not too loose and provides good running traction
 - The soil surface is loose enough around sliding zones for safe sliding
 - The soil is not too abrasive for safe sliding
 - The soil is not too compacted to provide good drainage
 - Running paths and sliding zones near bases are level and not worn
 - Batter's box and home plate areas are in good condition
 - Pitcher's mound is in good condition
 - The skinned area is level and does not have low spots or holes
 - There is no hazardous soil build up (lip) between skinned area and the turf
 - When moist, the skinned area is not too sticky and does not adhere to shoes
 - Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts
- **Pitcher's Mound**
 - The mound conforms to league requirements
 - Platform area behind rubber is large enough
 - "Push off" and "landing" areas are constructed with specialized clay
 - "Push off" and "landing" areas are not dished out and in need of repair
 - There is no hazardous soil build up (lip) between mound and infield grass
- **Playing Surface**
 - Maintenance equipment, such as rakes, buckets, etc. have been removed from the field
 - Litter and unsafe debris have been removed from the field and player/spectator area
- **Bases and Anchoring**
 - The base coverings do not have unsafe rips or gouges
 - The base framework or hardware is not loose or damaged
 - The base ground stake is safely below the surface grade
 - The base ground stake is firmly secured in concrete footing
 - The base, ground stake and its footing are installed according to the manufacture's requirement
 - The bases seat properly with the ground elevation and are seated securely
 - The concrete footings will not twist out of place in the ground
 - The surface of home plate is level with the surrounding surface
 - The pitcher's rubber is level with the surrounding surface and is secured safely in the ground
- **General**
 - signaling system to alert players to leave the field if inclement weather or other danger is imminent
 - Skinned foul lines are in good condition
 - The chalking or paint material is not irritating to the eyes
 - Areas that are hazardous or under repair have been blocked off or identified

Resources for Safer Fields



Exhibit C:

Facility upgrades and Maintenance will be included in this lease agreement. Below are the items that the Casper Youth Baseball agrees to complete the listed upgrades both financially and structurally during the three year agreement. The CYB will be responsible for following items during the listed years below.

2021:

- Batting Cage floor
- Tarps
- Material in front of dugouts

2022:

- Bullpens on 3rd base side
- 30 Tons of infield mix

2023:

- New Foul Poles
- Tables/chairs placed on ADA platform. (Requested by last CYB Board)
 - Not an ADA Requirement. Tables must be ADA Accessible.
 - Tables and chairs will be stored on premises.
 - Refer to **Exhibit F** for details

Upgrade:	Description:	Est. Cost:
Material in front of dugouts	Eliminate drainage issues near dugouts	\$1,500
Batting Cage floor	Existing batting cage floor needs redone	\$3,500*
New Foul Poles	Replace with taller poles that include wings	\$1,500
Tables/chairs on platforms	More seating and tables on ADA platforms	\$4,000
Bullpens on 3rd base side	2 bullpens, install synthetic turf	\$5,000
30 Tons of infield mix	Include laser grading and material	\$2,500
Tarps	Includes home plate and mound	\$500

*Includes Concrete apron, fill material and synthetic turf

Exhibit D:

1. Optional Fees

- A. Field Preparations**
- B. Cleaning Fee**

\$105.00 per preparation per field

\$25.00 per hour

Exhibit E: Midget Football Lease Agreement

Casper Youth Baseball recognizes that this is a non-exclusive Lease Agreement. Casper Youth Baseball hereby acknowledges that the City has a separate agreement with Midget Football for use of Washington Park Ballfield from August 1st through December 31st during the primary term of this Agreement and any extension thereof.

Exhibit F

Tables for Washington Field
Estimate: \$950 includes delivery
TreeTopproducts.com



DESCRIPTION

Economical thermoplastic-coated table offers easy set up. The more you order, the more you save! Accommodates 1 wheelchair.

- Tabletop & Seats: Thermoplastic-coated expanded metal
- Tabletop Diameter: 46"
- Frame: 1-5/8" OD black powder-coated steel tubing
- 11-gauge expanded metal strength
- 4 colors are UV-protected – won't peel or crack
- Seats up to 6 people on 10" wide seats
- Accommodates 1 wheelchair
- Durable, protective thermoplastic coating
- Maintenance-free & corrosion-resistant
- 1-5/8" dia. umbrella hole
- Pre-drilled for surface mounting
- Easy assembly

RESOLUTION NO. 21-67

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH CASPER YOUTH BASEBALL, FOR USE OF
WASHINGTON PARK BASEBALL FIELD.

WHEREAS, the City is the owner of Washington Park Baseball Field; and,

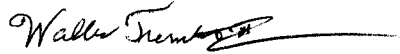
WHEREAS, Casper Youth Baseball operates a baseball program for youth, and
desires to utilize City-owned facilities for said program; and,

WHEREAS, the City of Casper and the Casper Youth Baseball 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, a Lease agreement between the City of Casper and Casper
Youth Baseball, for the use of Washington Park Baseball Field.

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

May 4, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation
Phil Moya, Recreation Manager

SUBJECT: Lease Agreement – Casper Baseball Club

Meeting Type & Date

Council Meeting, May 18, 2021

Action type

Approval

Recommendation

That Council approves, by resolution, the Lease Agreement between the City of Casper and the Casper Baseball Club.

Summary

The Parks and Recreation Department is seeking approval of a Lease Agreement between the City of Casper and the Casper Baseball Club to use Crossroads 4 Baseball Field.

The only material change is that this Lease is a three-year agreement and will reflect a 5% increase annually for the two (2) additional extension terms. This change has been discussed and agreed to with the President of the Casper Baseball Club.

Financial Considerations

Lessee shall pay to the Lessor annually as reimbursement for the costs of providing maintenance services for the Leased premises, an annual Lease fee of \$1.00, and the sum of Five Dollars (\$5.00) per player per season.

Annual Revenue:

- a) 2019 - \$247.00
- b) 2020 - \$202.00

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

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 Baseball Club, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation, 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 Crossroads 4 Baseball Field, located at 1101 N. Poplar Street, Casper, Wyoming; and
- B. **Lessee** desires to enter into a nonexclusive lease of the Crossroads Baseball Fields and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Casper Baseball 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 Crossroads 4 Baseball Field, as described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "Crossroads 4 Baseball Field".
- B. The "Crossroads 4 Baseball Field" 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.

2. PURPOSE:

The demised premises are leased to **Lessee** for the purpose of conducting baseball practice and game activities and or services. Such baseball activities and or services 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 with the exception of monthly rent payments which will be adjusted to reflect a 5% increase annually for the two (2) additional extension terms.

4. FEES:

Participant Fee: Lessee shall pay rent to the City as follows:

- A. Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00). Lessee shall also pay to the Lessor the sum of Five Dollars (\$5.00) per player annually for the use of the field. The listed fees will be payable annually in advance to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming by May 15th of each year. Itemized infield maintenance fees associated with Crossroads 4 Baseball Field that are the responsibility of Lessee are listed in Exhibit D, attached hereto and by reference made part of this Agreement, and are subject to annual increases based on the terms of the Agreement and the increased cost of materials.
- B. Crossroads 4 Baseball Field will need rested and will not be able to accommodate all practices and games for Lessee. The City of Casper and the Lessee have agreed that the solution to resting the fields was the rental use of Mike Lansing Baseball Stadium for practices, games and tournaments. Casper Baseball Club agrees to rent Mike Lansing Baseball Stadium for the days and times listed in Exhibit C, attached hereto and by reference made part of this Agreement.
- C. Optional Fees: Field Preparation Fees –All Field Preparation requests must be provided within two weeks of the event. Listed in Exhibit E attached hereto and by reference made part of this agreement. Field Preparations are not guaranteed and will be based on staff availability.

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 / RETAIL SALES (Determined by the City):

- A. The Lessee shall pay the Lessor a N/A percent of gross receipts from all sales of food, beverages, and other products which sum shall be due and payable to the Lessor on or before the N/A day of each month for open periods of seasonal operations, at the Crossroads Park Ball Field Complex Concessions.
- 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. INVENTORY:

Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express

written permission from the Parks and Recreation Department Director or his designee.

8. 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.

9. 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.

10. SCHEDULING:

- A. Lessee shall be responsible for the scheduling of the Crossroads 4 Baseball Field for all baseball related activities. Lessor shall schedule any baseball and non-baseball activities based on the availability of the facility. Lessee shall provide the Lessor with a master schedule of all activities per facility.
- 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.

11. 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.

12. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. Lessee agrees to indemnify and hold the City harmless from any and all claims arising out of Lessee's use and/or occupancy of the facility, field space and/or other City facilities described in this Agreement. To ensure its ability to indemnify the City as agreed, Lessee will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently Two Hundred Fifty Thousand Dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City, its Council, employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Lessee shall provide the City with a certificate of insurance, including necessary endorsement(s) evidencing such insurance as described above, immediately after execution of this Agreement, and prior to the use of the property listing the City of Casper, its employees, officers, officials,

and volunteers as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or Lessee's obligations hereunder.

- B. It is entirely the obligation of Lessee to provide insurance for its personal property and for that of its participants, players, employees and agents. The City assumes no responsibility for such property.

13. 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. The plan shall pertain to the time period of the Lease, in the event the Parks and Recreation Department Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. 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. The Lessor will be entitled to 5% of the agreed upon advertising fee per sign/banner. Lessee will be responsible for the full payment of 5% of the advertising fee 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.
- C. 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.

15. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for 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.

16. MAINTENANCE:

Option I (Determined by the City – Lease)

- A. 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, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. 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 that exceed Seven Hundred Fifty Dollars (\$750) per repair. The Lessee will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The Lessee will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The Lessee is liable for all damages that occur to the facility during this lease term. The Lessor will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.
- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the Lessee, including field preparations shown in Exhibit B, attached hereto and by reference made part of this Agreement. Lessee will be responsible for maintaining and cleaning of office space, concessions space, storage space, restrooms and portable restrooms provided during the term of the Agreement. The Lessee will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The Lessee will also be responsible for litter collection on the grounds in the rental area that could accumulate during the term of the Lease. Lessee will be responsible for paying Lessor for additional services needed for special events or tournaments including field prep and additional trash removal service. The Lessee will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit E.

17. 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.

18. UTILITIES:

- A. Lessee is responsible for all charges for water and sewer services, electricity and natural gas. The Lessor will determine the charges based on the billing/invoices during the Lease term and will send an invoice to the Lessee at the end of the term of the Agreement.

19. 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.

20. 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.

21. 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. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. 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.

23. 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.

24. 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 Baseball Club, INC.
P.O. Box 3554
Casper, WY 82602

25. 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.

26. 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.

27. 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.

28. 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.

29. TERMINATION OF LEASE AGREEMENT:

The City or Casper Baseball Club may terminate this Agreement anytime by providing thirty (30) days written notice to City or Casper Baseball Club of intent to terminate said

Agreement. Notwithstanding the above, the Casper Baseball 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 Baseball Club or any breach of the Agreement by Casper Baseball Club.

30. 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.

31. 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.

32. 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.

The Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walker

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

LESSEE:

Casper Baseball Club
P.O. Box 3554
Casper, WY 82602

Phone:

KJH116432@gmail.com

E-Mail

307-797-1801

WITNESS:

By. [Signature]

By:

Title:

General Manager

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel located in and being a portion of the NW ¼ NW ¼ and NE ¼ NW ¼, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the northeast corner of Tract 10 of the Holliday Hills & Heritage Heights Addition N. 22°32'49" E. a distance of 256.5' To the Point of Beginning; thence from the Point of Beginning S. 89°25'25" W. a distance of 92.6 feet along a fence to the point of a non-tangent curve; thence continuing along said fence on the arc of non-tangent curve to the right having a radius of 399.2 feet, and through a central angle of 21° 29' 53", northwesterly, 200.7 feet, and the chord of which bears N. 68° 36' 56" W. a distance of 198.6 feet to the point of a non-tangent curve; thence continuing along said fence on the arc of non-tangent curve to the right having a radius of 382.7 feet, and through a central angle of 62° 49' 28", northwesterly, 317.97 feet, and the chord of which bears N. 27° 10' 32" W. a distance of 308.9 feet to a point; thence N. 0° 15' 26" E. a distance of 62 feet to a point; thence N. 89° 46' 47" E. a distance of 109 feet to a point; thence N. 0° 53' 1" E. a distance of 12 feet to a point; thence N. 88° 30' 34" E. a distance of 20 Feet to a point; thence S. 1° 5' 8" E. a distance of 12 Feet to a point; thence N. 89° 42' 56" E. a distance of 235 feet to a point; thence N. 46° 58' 17" E. a distance of 15 feet to a point; thence N. 67° 1' 19" E. a distance of 45 feet to a point; thence S. 42° 32' 29" E. a distance of 33 feet to a point; thence S. 44° 33' 14" W. a distance of 37 feet to a point; thence S. 46° 12' 20" E. a distance of 24 feet to a point; thence S. 1° 55' 19" W. a distance of 43 feet to a point; thence N. 88° 22' 6" W. a distance of 14 feet to a point; thence S. 0° 51' 54" E. a distance of 187 feet to a point; thence S. 86° 55' 22" E. a distance of 40 feet to a point; thence S. 0° 48' 29" E. a distance of 89 feet to a point; thence S. 40° 23' 56" a distance of 24 feet to a point; thence S. 87° 31' 1" W. a distance of 25 feet to a point; thence S. 0° 18' 48" E. a distance of 30.8 feet to the Point of Beginning.

The above described parcel contains 3.44 acres, more or less.



Exhibit B:

Field Safety and Maintenance Checklist for Lessee to maintain Field Preps during the term of the lease agreement.

- **Skinned Areas**
 - The soil is not too loose and provides good running traction
 - The soil surface is loose enough around sliding zones for safe sliding
 - The soil is not too abrasive for safe sliding
 - The soil is not too compacted to provide good drainage
 - Running paths and sliding zones near bases are level and not worn
 - Batter's box and home plate areas are in good condition
 - Pitcher's mound is in good condition
 - The skinned area is level and does not have low spots or holes
 - There is no hazardous soil build up (lip) between skinned area and the turf
 - When moist, the skinned area is not too sticky and does not adhere to shoes
 - Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts
- **Pitcher's Mound**
 - The mound conforms to league requirements
 - Platform area behind rubber is large enough
 - "Push off" and "landing" areas are constructed with specialized clay
 - "Push off" and "landing" areas are not dished out and in need of repair
 - There is no hazardous soil build up (lip) between mound and infield grass
- **Playing Surface**
 - Maintenance equipment, such as rakes, buckets, etc. have been removed from the field
 - Litter and unsafe debris have been removed from the field and player/spectator area
- **Bases and Anchoring**
 - The base coverings do not have unsafe rips or gouges
 - The base framework or hardware is not loose or damaged
 - The base ground stake is safely below the surface grade
 - The base ground stake is firmly secured in concrete footing
 - The base, ground stake and its footing are installed according to the manufacture's requirement
 - The bases seat properly with the ground elevation and are seated securely
 - The concrete footings will not twist out of place in the ground
 - The surface of home plate is level with the surrounding surface
 - The pitcher's rubber is level with the surrounding surface and is secured safely in the ground
- **General**
 - signaling system to alert players to leave the field if inclement weather or other danger is imminent
 - Skinned foul lines are in good condition
 - The chalking or paint material is not irritating to the eyes
 - Areas that are hazardous or under repair have been blocked off or identified

Resources for Safer Fields



Exhibit C:

The goal of City of Casper Parks and Recreation Department is to establish a balance in field use. Crossroads 4 Baseball Field will need rested and will not be able to accommodate all practices and games for Casper Baseball Club. The City of Casper and the Casper Baseball Club have agreed that the solution to resting the fields was the rental use of Mike Lansing Stadium for practices, games and tournaments.

Casper Baseball Club will agree to this lease per the following agreed upon rentals:

1. Casper Baseball Club agrees to rent Mike Lansing Baseball Stadium
 - a. Practices: 100 hours minimum - Per year for the term of the lease
 - b. Games: 50 games minimum - Per year for the term of the lease
 - c. Tournament Days: 10 days minimum - Per year for the term of the lease
 - d. Office Rental: Annual - Per year for the term of the lease
 - e. Storage Rental: Annual - Per year for the term of the lease
 - f. Locker Room Rental: Annual - Per year for the term of the lease

Exhibit D:

Facility upgrades and Maintenance will be included in this lease agreement. Below are the items that the Casper Baseball Club agrees to complete the listed upgrades both financially and structurally during the three year agreement. The CBC will be responsible for following items during the listed years below.

2021:

- **Provide Tarps for the Home Plate and Pitcher's Mound – Approved by City Staff.**
- **Provide in field mix in front of the dugouts to eliminate drainage issues – Approved by City Staff**

2022:

- **Provide Fence Padding around the bullpen – Approved by City Staff**
- **Provide new foul poles to replace with taller poles.**

2023:

- **Adding irrigation behind the fence in left field.**
- **Provide Batters Eye Extension needs to be lifted to block building in Center Field.**

Upgrade	Description	Est. Cost
New Foul Poles	Replace with taller poles that include wings	\$2,000
Batters eye ext.	Needs lifted to block white building in center field	\$2,500
In Field Mix in front of Dugouts	To eliminate drainage issues in front of dugouts	\$1,500
Fence and padding	Needed around bullpen area	\$1,000
Irrigation	Behind the fence in left field	\$3,000
Tarps	Mound and Home Plate Tarps	\$500

Exhibit E

1. Optional Fees

A.	Field Preparations	\$105.00 per preparation per field
B.	Lights	\$65.00 per hour per field
C.	Cleaning Fee	\$25.00 per hour

RESOLUTION NO. 21-68

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH CASPER BASEBALL CLUB, FOR USE OF
CROSSROADS 4 BASEBALL FIELD.

WHEREAS, the City is the owner of the Crossroads 4 Baseball Field; and,

WHEREAS, Casper Baseball Club operates a baseball program for youth, and
desires to utilize City-owned facilities for said program; and,

WHEREAS, the City of Casper and the Casper Baseball 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, a Lease Agreement between the City of Casper and Casper
Baseball Club, for the use of Crossroads 4 Baseball Field.

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

May 4, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation
Phil Moya, Recreation Manager

SUBJECT: Lease Agreement – Casper Softball Association

Meeting Type & Date

Council Meeting, May 18, 2021

Action type

Approval

Recommendation

That Council approves, by resolution, the Lease Agreement between the City of Casper and the Casper Softball Association.

Summary

The Parks and Recreation Department is seeking approval of a Lease Agreement between the City of Casper and the Casper Softball Association to use 13th and Sycamore Ballfields.

The only material change in the new lease is that instead of there not being a player fee, the Lessee will pay \$5.00 per player per season. This lease is a three-year agreement and will reflect a 5% increase annually for the two (2) additional extension terms. This change has been discussed and agreed to with the President of the Casper Youth Baseball.

Financial Considerations

Lessee shall pay to the Lessor annually as reimbursement for the costs of providing maintenance services for the Leased premises, an annual Lease fee of \$1.00, and the sum of Five Dollars (\$5.00) per player per season.

Annual Revenue:

- a) 2019: \$1.00 lease fee, no player fees.
- b) 2020: \$1.00 lease fee, no player fees.

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

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 Softball Association, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation, 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 13th and Sycamore Ball Fields, located at 2151 W. 13 Street, Casper, Wyoming; and
- B. Lessee desires to enter into a nonexclusive lease of the 13th and Sycamore Ball Fields and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Casper Softball Association 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 13th and Sycamore Ball Fields, as described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "13th and Sycamore Ball Fields".
- B. The "13th and Sycamore Ball Fields" 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.

2. PURPOSE:

The demised premises are leased to Lessee for the purpose of conducting softball practice and game activities and or services. Such softball activities and or services 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 with the exception of payments referenced to in #4 A of this Agreement which will be adjusted to reflect a 5% increase annually for the two (2) additional extension terms.

4. FEES:

Participant Fee: Lessee shall pay rent to the City as follows:

- A. Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00). Lessee shall also pay to the Lessor the sum of Five Dollars (\$5.00) per player annually for the use of the field. The listed fees will be payable annually in advance to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming by May 15th of each year. Itemized infield maintenance fees associated with 13th and Sycamore Ball Fields that are the responsibility of Lessee are listed in Exhibit C, attached hereto and by reference made part of this Agreement, and are subject to annual increases based on the terms of the Agreement and the increased cost of materials.
- B. Optional Fees: Field Preparation Fees – All Field Preparation requests must be provided within two weeks of the event. Listed in Exhibit D attached hereto and by reference made part of this Agreement. Field Preparations are not guaranteed and will be based on staff availability.

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 / RETAIL SALES (Determined by the City):

- A. The Lessee shall pay the Lessor a N/A percent of gross receipts from all sales of food, beverages, and other products which sum shall be due and payable to the Lessor on or before the N/A day of each month for open periods of seasonal operations, at the 13th and Sycamore Ball Fields Complex Concessions.
- 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. INVENTORY:

Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Parks and Recreation Department Director or his designee.

8. 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.

9. 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.

10. SCHEDULING:

- A. Lessee shall be responsible for the scheduling of the 13th and Sycamore Ball Fields for all softball related activities. Lessor shall schedule any softball and non- softball activities based on the availability of the facility. Lessee shall provide the Lessor with a master schedule of all activities per facility.
- 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.

11. 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.

12. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. Lessee agrees to indemnify and hold the City harmless from any and all claims arising out of Lessee's use and/or occupancy of the facility, field space and/or other City facilities described in this Agreement. To ensure its ability to indemnify the City as agreed, Lessee will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently Two Hundred Fifty Thousand Dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City, its Council, employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Lessee shall provide the City with a certificate of insurance, including necessary endorsement(s) evidencing such insurance as described above, immediately after execution of this Agreement, and prior to the use of the property listing the City of Casper, its employees, officers, officials, and volunteers as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or Lessee's obligations hereunder.
- B. It is entirely the obligation of Lessee to provide insurance for its personal property and for that of its participants, players, employees and agents. The City assumes no responsibility for such property.

13. 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. The plan shall pertain to the time period of the Lease, in the event the Parks and Recreation Department Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. 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. The Lessor will be entitled to 5% of the agreed upon advertising fee per sign/banner. Lessee will be responsible for the full payment of 5% of the advertising fee 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.
- C. 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.

15. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for 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.

16. MAINTENANCE:

- A. 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, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. 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 that exceed Seven Hundred Fifty Dollars (\$750) per repair. The **Lessee** will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The **Lessee** will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Lessee** is liable for all damages that occur to the facility during this lease term. The **Lessor** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.

- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the **Lessee**, including field preparations shown in Exhibit B, attached hereto and by reference made part of this Agreement. **Lessee** will be responsible for maintaining and cleaning of office space, concessions space, storage space, restrooms and portable restrooms provided during the term of the Agreement. The **Lessee** will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The **Lessee** will also be responsible for litter collection on the grounds in the rental area that could accumulate during the term of the Lease. **Lessee** will be responsible for paying **Lessor** for additional services needed for special events or tournaments including field prep and additional trash removal service. The **Lessee** will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit D.

17. 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.

18. UTILITIES:

- A. Lessee is responsible for all charges for water and sewer services electricity and natural gas for the 13th and Sycamore Ball Fields and attached facilities. The Lessee agrees to place the utility services for water and sewer, electricity and gas in the name of the Casper Softball Association and will incur all utility charges for the term of the Agreement. This excludes irrigation of the ballfield for the term of the Agreement.

19. 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.

20. 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.

21. 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. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. 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.

23. 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.

24. 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 Softball Association
P.O. Box 22
Casper, WY 82602

25. 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.

26. 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.

27. 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.

28. 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.

29. TERMINATION OF LEASE AGREEMENT:

The City or Casper Softball Association may terminate this Agreement anytime by providing thirty (30) days written notice to City or Casper Softball Association of intent to terminate said Agreement. Notwithstanding the above, the Casper Softball Association shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Casper Softball Association or any breach of the Agreement by Casper Softball Association.

30. 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.

31. 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.

32. 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.

The Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walter Smith

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

LESSEE:

Casper Softball Association
P.O. Box 22
Casper, WY 82602

Phone:

307 - 321 - 6966

E-Mail:

hillary@caspersoftballassociation.org

WITNESS:

[Signature]

By: _____

[Signature]

By:

Title:

Hillary Shirley
President

Exhibit A:

A Parcel located in and being a portion of the SW1/4SW, Section 8, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Beginning as the southeast corner of said Parcel; thence from said Point of Beginning along the easterly line of said Parcel and along an existing chain link fence, N.01°44'14"E., 178.70 feet to a point; thence continuing along the easterly line of said Parcel and fence, N.01°04'16"W., 212.16 feet to the northeast corner of said Parcel; thence along the northerly line of said Parcel and the northerly line of an existing concrete block building, S.89°13'25"W., 29.03 feet to a point; thence along the northerly line of said Parcel and an existing chain link fence, N.00°37'01"W., 22.28 feet to a point; thence continuing along the northerly line of said Parcel and said fence, S.87°22'24"W., 316.71 feet to the northwest corner of said Parcel; thence along the westerly line of said Parcel and said fence, S.01°28'04"E., 45.87 feet to the point of a non-tangent curve; thence continuing along long the westerly line of said Parcel and said fence on the arc of non-tangent curve to the left having a radius of 169.68 feet, and through a central angle of 87°04'51", southeasterly, 257.89 feet, and the chord of which bears S.40°51'06"E., a distance of 233.78 feet to the point of a non-tangent curve; thence continuing along long the westerly line of said Parcel on the arc of non-tangent curve to the left having a radius of 160.89 feet, and through a central angle of 92°55'52", southeasterly, 260.96 feet, and the chord of which bears S.41°01'52"E., a distance of 233.28 feet to the southwest corner of said Parcel; thence along the southerly line of said Parcel and said fence, N.89°09'33"E., 36.97 feet to the southeast corner of said Parcel and the Point of Beginning and containing 2.34 acres, more or less as set forth by the plat attached as Exhibit A and made a part hereof.

Exhibit A:



Exhibit B:

Field Safety and Maintenance Checklist for Lessee to maintain Field Preps during the term of the lease agreement.

- **Skinned Areas**
 - The soil is not too loose and provides good running traction
 - The soil surface is loose enough around sliding zones for safe sliding
 - The soil is not too abrasive for safe sliding
 - The soil is not too compacted to provide good drainage
 - Running paths and sliding zones near bases are level and not worn
 - Batter's box and home plate areas are in good condition
 - Pitcher's mound is in good condition
 - The skinned area is level and does not have low spots or holes
 - There is no hazardous soil build up (lip) between skinned area and the turf
 - When moist, the skinned area is not too sticky and does not adhere to shoes
 - Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts
- **Pitcher's Mound**
 - The mound conforms to league requirements
 - Platform area behind rubber is large enough
 - "Push off" and "landing" areas are constructed with specialized clay
 - "Push off" and "landing" areas are not dished out and in need of repair
 - There is no hazardous soil build up (lip) between mound and infield grass
- **Playing Surface**
 - Maintenance equipment, such as rakes, buckets, etc. have been removed from the field
 - Litter and unsafe debris have been removed from the field and player/spectator area
- **Bases and Anchoring**
 - The base coverings do not have unsafe rips or gouges
 - The base framework or hardware is not loose or damaged
 - The base ground stake is safely below the surface grade
 - The base ground stake is firmly secured in concrete footing
 - The base, ground stake and its footing are installed according to the manufacture's requirement
 - The bases seat properly with the ground elevation and are seated securely
 - The concrete footings will not twist out of place in the ground
 - The surface of home plate is level with the surrounding surface
 - The pitcher's rubber is level with the surrounding surface and is secured safely in the ground
- **General**
 - signaling system to alert players to leave the field if inclement weather or other danger is imminent
 - Skinned foul lines are in good condition
 - The chalking or paint material is not irritating to the eyes
 - Areas that are hazardous or under repair have been blocked off or identified

Resources for Safer Fields



Exhibit C:

Facility upgrades and Maintenance will be included in this lease agreement. Below are the items that the Casper Softball Association agrees to complete the listed upgrades both financially and structurally during the three year agreement. The CSA will be responsible for following items during the listed years below.

2021:

- New softball bullpens
- Yellow fence cap
- New base anchors
- Over seed

2022:

- Replace curled fence on backstops
- Over seed

2023:

- New dugouts
- Over seed

13th and Sycamore

Upgrade	Description	Estimated Price
New base anchors	Build and Install new base anchors	\$300
New softball bullpens	Replace Area by field 1 and install bullpens	\$3,000
Yellow fence cap	Install Yellow Fence Cap on fences	\$2,500
Replace curled fence on backstops	Replace areas of bad fence with new	\$2,000
New dugouts	Replace Current Dugouts since they are too small	\$5,000 Each
Over seed	continue to over seed outfield	\$1,000

Exhibit D:

1. Optional Fees

- A. Field Preparations
- B. Cleaning Fee

\$105.00 per preparation per field

\$25.00 per hour

RESOLUTION NO.21-69

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH CASPER SOFTBALL ASSOCIATION, FOR USE OF 13TH
AND SYCAMORE BALL FIELDS.

WHEREAS, the City is the owner of the 13th and Sycamore Ball Fields; and,

WHEREAS, Casper Softball Association operates a softball program for youth, and
desires to utilize City-owned facilities for said program; and,

WHEREAS, the City of Casper and the Casper Softball Association 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, a Lease Agreement between the City of Casper and Casper
Softball Association, for the use of the 13th and Sycamore Ball Fields.

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

April 30, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks and Recreation Department Director 
Randy Norvelle, Parks Manager
Beth Andress, Keep Casper Beautiful Coordinator

SUBJECT: Memorandum of Understanding between the Wyoming Department of Transportation and the City for traffic control box public art.

Meeting Type & Date

Council Meeting
May 18, 2021

Action type

Resolution

Recommendation

That Council, by resolution, enter into a memorandum of understanding with the Wyoming Department of Transportation for traffic control box public art.

Summary

In 2016, Keep Casper Beautiful started a traffic control box public art program. The program decorates control boxes at light-controlled intersections with public art. A public call to Natrona County artists is placed each year and with the assistance of a panel of judges, Keep Casper Beautiful selects works to be placed on boxes. The art is digitally reproduced, printed on vinyl and then wrapped onto the control boxes. Since its inception, the program has wrapped twenty-three (23) boxes, with four more being added in summer of 2021.

Many lighted intersections in Casper are controlled by the Wyoming Department of Transportation (WYDOT) and the control boxes at these locations are the property of the Department. Keep Casper Beautiful would like the ability to decorate these boxes, especially those within the downtown corridor. A few control boxes would be wrapped each year and the funds are budgeted within the Keep Casper Beautiful program budget.

The memorandum of understanding gives the City permission to decorate these boxes with public art. The maintenance of the traffic control system within each box would remain the responsibility of WYDOT. The City would be allowed to install vinyl wraps and would only be responsible for maintaining the art.

Financial Considerations

Funded within the Keep Casper Beautiful Program budget, no additional funds are requested

Oversight/Project Responsibility

Beth Andress, Keep Casper Beautiful Program Coordinator

Attachments

Resolution

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
CITY OF CASPER
TRAFFIC CONTROL BOX PUBLIC ART**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper, Wyoming (City), whose address is 200 North David Street, Casper, Wyoming, 82601.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities between the two parties for the Traffic Control Box Public Art Program (Program).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT:** WYDOT agrees to:
 - A. Allow the City to have, for the purpose of public enjoyment, public art placed on traffic control boxes at the following intersections:
 1. Wyoming Highway 20/26 (First Street) and Ash Street;
 2. Wyoming Highway 20/26 (First Street) and David Street;
 3. Wyoming Highway 20/26 (First Street) and Center Street;
 4. Wyoming Highway 20/26 (First Street) and Durbin Street;
 5. Wyoming Highway 20/26 (First Street) and Beech Street;
 6. Wyoming Highway 20/26 (First Street) and Wyoming Highway 251 (Wolcott Street);
 7. Wyoming Highway 20/26 (First Street) and Wyoming Highway 220 (Poplar Street);
 8. Wyoming Highway 220 (Poplar Street) and CY Avenue;
 9. Wyoming Highway 220 (Poplar Street) and 13th Street;
 10. Wyoming Highway 220 (Poplar Street) and West Collins Drive;
 11. Wyoming Highway 220 (Poplar Street) and W Midwest Avenue and King Boulevard;
 12. Wyoming Highway 258 (Southwest Wyoming Boulevard) and W 13th Street;
 13. Wyoming Highway 258 (Southwest Wyoming Boulevard) and Talon Drive;
 14. Wyoming Highway 258 (Southwest Wyoming Boulevard) and Eagle Drive;
 15. Wyoming Highway 258 (Southwest Wyoming Boulevard) and Wyoming Highway 252 (South Poplar Street);

16. Wyoming Highway 258 (Southwest Wyoming Boulevard) and Wyoming Highway 251 (Casper Mountain Road);
17. Wyoming Highway 258 (Southeast Wyoming Boulevard) and Second Street;
18. Wyoming Highway 258 (Southeast Wyoming Boulevard) and 12th Street;
19. Wyoming Highway 258 (Southeast Wyoming Boulevard) and 15th Street;
20. Wyoming Highway 258 (Southeast Wyoming Boulevard) and 21st Street.

B. Continue to provide all maintenance to the traffic control system and box at each intersection.

6. **Responsibilities of City.** The City agrees to:

- A. Provide the necessary staff and resources for the Program, to include planning, design, and execution.
- B. Provide all funding for the Program. If funding is not provided by the City, acknowledge that WYDOT is under no obligation to provide funding for the Program.
- C. At its sole discretion, hire a contractor to apply the public art to the traffic control boxes. The art shall be printed onto vinyl or other such removable substance and affixed to the traffic control box in such a manner that all doors and panels are accessible. All vents shall be left open.
- D. Maintain the public art by cleaning vandalism from the art and replacing or removing art in disrepair.

7. **Special Provisions.**

- A. WYDOT and City acknowledge that art produced for the program are city-commissioned public works of art created for the peaceful enjoyment of the public.
- B. WYDOT and City acknowledge that any selected artists retain the right to use their works for other applications, including, but not limited to, reproduction, or as another similar work of art. Artists shall retain right to modify or adapt their designs for use in other applications if the artists so choose. The City and WYDOT shall have no ownership rights to any works of art that are or were created for the Program.

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of four (4) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this MOU and the City does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-101, et seq., and all other state law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in the MOU 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.
- 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 MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

DEPARTMENT OF TRANSPORTATION



Mark Ayen, P.E., District Engineer

4/30/21

Date

CITY OF CASPER

Steven K. Freel, Mayor

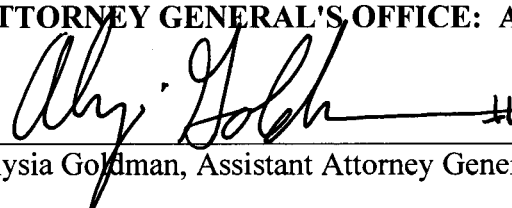
Date

**ATTEST
CITY OF CASPER**

Fleur Tremel, City Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


 #210476

Alysia Goldman, Assistant Attorney General

4/2/21

Date

CITY OF CASPER ATTORNEY'S OFFICE: APPROVAL AS TO FORM



Attorney for City of Casper

4/15/21

Date

RESOLUTION NO.21-70

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF CASPER FOR TRAFFIC CONTROL BOX PUBLIC ART.

WHEREAS, the City of Casper, through its Keep Casper Beautiful program, has established a Traffic Control Box Public Art Program; and,

WHEREAS, the Keep Casper Beautiful program desires to install public art on traffic control boxes within city limits owned by the Wyoming Department of Transportation; and,

WHEREAS, the Wyoming Department of Transportation will continue to provide all maintenance to the traffic control system and box at each intersection; and,

WHEREAS, the City of Casper may discontinue the program and its funding at any time.

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 Memorandum of Understanding between Wyoming Department of Transportation and City of Casper for Traffic Control Box Public Art.

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

May 5, 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 The Nolan Addition

Meeting Type & Date:

Regular Council Meeting, May 18, 2021

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating The Nolan Addition

Summary:

The NOLAN, LLC has applied for a vacation and replat creating the Nolan Subdivision. The subject property is Zoned FBC (Form-Based Code/Old Yellowstone District) and is a platted parcel of land located generally west of David Street and north of Midwest Avenue (at the site of the former Plains Furniture Store).

The purpose of the vacation and replat is to vacate the originally platted lots on the site and reconfigure them into a mixed-use concept for residential and commercial use, to include a courtyard and internal driveway to access garages, and provide additional egress. The applicant plans to go out for bid on the construction of the residential units beginning this summer.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on April 15, 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

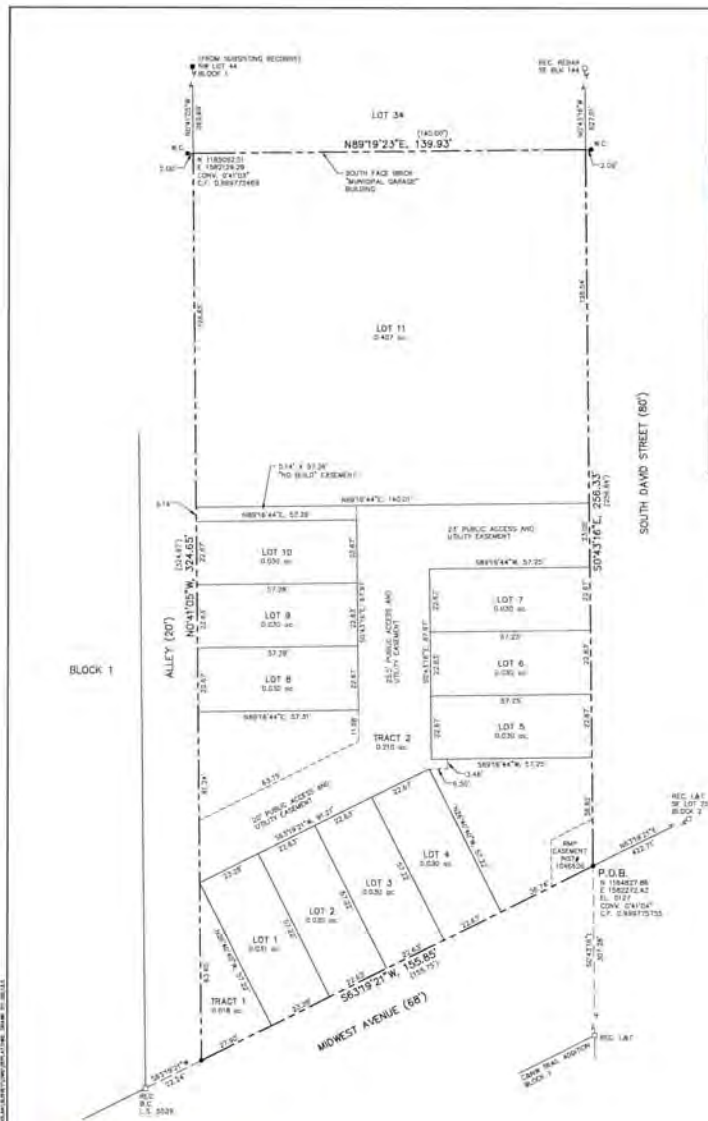
Vicinity Map/Aerial

Plat

Subdivision Agreement

The Nolan Subdivision - Replat





VICINITY MAP
SCALE: 1"=400'

NOTE: DUE TO THE TOWNHOUSES AND ARCHITECTURAL FEATURES IN THIS DEVELOPMENT, NO LOT CORNERS WILL BE SET.



SCALE: 1"=20'
BASIS OF BEARING:
STATE PLANE COORDINATES
WYOMING EAST CENTRAL ZONE NAD 83/2011
US SURVEY FOOT AND DISTANCE
ELEVATION SHOWN IS BASED ON NAVD83 AND
NOT INTENDED TO BE USED AS A MONUMENT.
PLAT CLOSURE EXCEEDED 0.100000

LEGEND

- SET ALUMINUM CAP
 - SET BRASS CAP
 - RECOVERED CORNER AS NOTED
 - SUBDIVISION BOUNDARY
 - EASEMENT
- N90°00'00"E, 100.00'
(100 SET) RECORD

PLAT OF
"THE NOLAN"
A VACATION AND REPLAT OF
LOTS 23 THROUGH 33, BLOCK 1
CITY OF CASPER
BEING A PORTION OF THE
NE1/4NW1/4 AND NW1/4NE1/4, SECTION 9
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

DEDICATION STATEMENT

TRUE LAND & REALTY LLC, Member of THE NOLAN LLC, does hereby certify that they are the owners and proprietors of the foregoing vacation and replat of Lots 23 through 33, Block 1, City of Casper Addition being a portion of the NE1/4NW1/4 and NW1/4NE1/4, Section 9, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming and being further described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described and the southeasterly corner of said Block 1 and a point in the westerly right-of-way line of David Street and a point in the northerly right-of-way line of Midwest Avenue, thence from said Point of Beginning and along the southerly line of the Parcel being described and the southerly line of said Block 1 and the northerly right-of-way line of said Midwest Avenue, 56319.21' N, 150.80 feet to the southeasterly corner of said Parcel and a point in the westerly right-of-way line of the Alley of said Block 1; thence along the westerly line of the Parcel being described and the westerly right-of-way line of said Alley, N04°05'W, 324.85 feet to the northwesterly corner of said Parcel and the southeasterly corner of Lot 34, Block 1; thence along the northerly line of the Parcel being described and the southerly line of said Lot 34, N88°19'23"E, 126.85 feet to the northeasterly corner of said Parcel and the southeasterly corner of said Lot 34 and a point in and on intersection with the westerly right-of-way line of said David Street; thence along the westerly line of the Parcel being described and the westerly right-of-way line of said David Street, S042°16'E, 256.33 feet to said Point of Beginning and containing 0.936 acres, more or less.

The vacation and replat of the foregoing described lands as appears on this plat is with the free consent, and in accordance with the desires of the undersigned owners and proprietors of said lands, have by these presents laid out, and surveyed as "THE NOLAN", an Addition to the City of Casper, Wyoming. Public access and utility easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

THE NOLAN LLC
P.O. Drawer 2280
Casper, WY 82502

TRUE LAND & REALTY LLC, MEMBER
BRYCE D. TRUE, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF NATRONA } ss
The foregoing instrument was acknowledged before me by Bryce D. True, Vice President, True Land & Realty LLC on the _____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____ NOTARY PUBLIC

APPROVALS

APPROVED, City of Casper Planning and Zoning Commission this _____ day of _____, 2021 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary _____ Commission Chairman _____
APPROVED, City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2021.

Attest: _____ City Clerk _____ Mayor _____

INSPECTED AND APPROVED on the _____ day of _____, 2021

City Engineer _____

INSPECTED AND APPROVED on the _____ day of _____, 2021

City Surveyor _____

SURVEYORS CERTIFICATE

I, Paul R. Swenson, a Professional Land Surveyor, LICENSE NO. 10272, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of December, 2019 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



STATE OF WYOMING }
COUNTY OF NATRONA } ss
The foregoing instrument was acknowledged before me by Paul R. Swenson this _____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____ NOTARY PUBLIC

THE NOLAN ADDITION SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 5th day of May, 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. THE NOLAN LLC, PO Drawer 2360, 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 23 through 33, Block 1, City of Casper Addition, to create The Nolan Addition.
- C. A plat of The Nolan ("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:

THE NOLAN LLC
PO DRAWER 2360
Casper, WY 82602

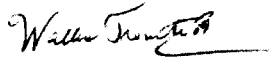
City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
THE NOLAN LLC

By: *John Blomstra*

Printed Name: John Blomstra

Title: Attorney

By: *Martin Axelund*

Printed Name: Martin Axelund

Title: Director

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)

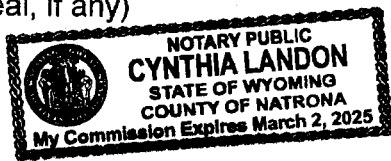
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 5th day of April, 2021, by Martin Axlund as the Authorized Representative of THE NOLAN LLC.

(Seal, if any)



Cynthia Landon
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: March 2, 2021]

RESOLUTION NO. 21-71

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 23-33, BLOCK 1, CITY OF CASPER ADDITION, TO CREATE THE NOLAN ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 23-33, Block 1, City of Casper Addition, to create The Nolan Addition, located at 322 South David Street; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion 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 The NOLAN LLC.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:

Wallace Tremblay


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 5, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
M. Jeremy Yates, MPO Supervisor
Renee Hardy, MPO Technician

SUBJECT: Authorizing a Professional Services Contract for the Casper Rail Trail Extension Plan

Meeting Type & Date:

Regular Council Meeting, May 18, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with HDR Engineering, Inc., for the Casper Rail Trail Extension Plan in an amount not to exceed \$59,943.74.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the Cities of Mills and Casper, the Towns of Bar Nunn and Evansville, and Natrona County. The MPO, along with the member jurisdictions guided by the Long Range Transportation Plan, sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2021 UPWP included \$60,000 of matched federal funding for a Casper Rail Trail Extension Plan.

Currently there are close to 90 miles of public trails and pathways in the Casper area, including approximately six miles of Casper Rail-Trail, part of the Great American Rail-Trail. Following US Highway 20/26, this section of the Rail-Trail utilizes the former Chicago and Northwestern Railroad route and travels through the City of Casper and Town of Evansville. With Covid-19 associated restrictions in place, trail and outdoor facility usage has been up significantly. The MPO and its partners would like to continue this trend by moving forward with new trail connections, upgraded facilities, and safer crossings for all users. This study will also help meet the goals set forth in the most recent update of the Long Range Transportation Plan, including increasing transportation options for all modes and improving the safety and health for all residents. Additionally, this study would assist local governments and trail advocacy groups in completing the Great American Rail-Trail through Wyoming.

The Casper Area MPO released a Request for Proposals (RFP) on March 26, 2021. Six (6) consulting firms responded with a proposal by the April 23, 2021 deadline. Members from the MPO Technical and Citizen's Committees, MPO staff, and representatives from interested community organizations reviewed the proposals and on April 29, 2021, selected HDR Engineering, Inc. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by August 31, 2021.

Financial Considerations:

The proposed contract shall not exceed \$59,943.74. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$ 54,243.09
Local Match	9.51%	\$ 5,700.65
Casper	73.31%	\$ 4,179.15
Natrona	15.80%	\$ 900.70
Mills	4.59%	\$ 261.66
Evansville	3.37%	\$ 192.11
Bar Nunn	2.93%	\$ 167.03
	Total	\$ 59,943.74

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$60,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract or Agreement") is entered into on this _____ 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. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming 82717 ("Consultant").

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

RECITALS

A. The City is undertaking a project for the preparation of the Casper Rail Trail Extension Plan, hereinafter referred to as the "Project".

B. The City requires professional planning services for the Project.

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

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

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

1. SCOPE OF SERVICES.

The Consultant shall perform services for the Casper Rail Trail Extension Plan as follows:

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

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities ("Standard of Care") and in accordance with the Standard of Care, will identify, reasonably interpret and respond

to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow the schedule set forth on Page 21 of this Agreement.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before August 31, 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Fifty Nine Thousand Nine Hundred Forty Three Dollars and Seventy-Four Cents (\$59,943.74). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain ten percent (10%) of total Project cost, or Five Thousand Nine Hundred Ninety Four Dollars and Thirty-Seven Cents (\$5,994.37), until the Community Development Director provides written notice of final acceptance of the Project.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

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

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

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Thomas

ATTEST:

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

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

HDR Engineering, Inc., as Consultant:

By: Elizabeth Coday

By: Jason Kjenstad

Printed name: Elizabeth Coday

Printed name: Jason Kjenstad

Title: Office Manager

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services and Project Schedule, consisting of one (1) page; Exhibit B, MPO Policy Committee Approval, consisting of three (3) pages; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations,

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

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

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

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

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

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

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.
- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

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

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

EXHIBIT "A" SCOPE OF SERVICES



CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
Casper • Mills • Evansville • Borah • Natrona County

CASPER RAIL-TRAIL EXTENSION PLAN
SCOPE OF WORK

SCOPE OF WORK

PROJECT UNDERSTANDING

The purpose of this contract is to create a project plan for the Casper Rail-Trail, conduct a public and stakeholder outreach campaign, and facilitate the extension of the existing Rail-Trail in the Casper area to Edness Kimball Wilkins State Park (EKW). This study will also help meet the goals set forth in the most recent update of the Long Range Transportation Plan, including increasing transportation options for all modes and improving the safety and health for all residents.

PROJECT DURATION

It is anticipated that the Scope of Work will take three months to complete from Notice-to-Proceed is issued. The desired completion of the Rail-Trail Plan to open for public comment is end of August 2021.

Task 1: Funding and Advocacy

- Conduct up to three (3) coordination meetings with Platte River Trails Trust (PRTT) to identify funding opportunities
- Research existing opportunities to leverage funds to pursue available grant funding with public, private, non-profit and philanthropic organizations.
- Develop funding and advocacy report that speaks to the goals, tasks, and outcomes that both explain PRTT's focus and energizes potential advocates, supporters, and donors to participate in the project.

TASK 1 TIMELINE

- First meeting to be conducted end of May or early June
- Second meeting to be conducted end of June
- Third meeting to be conducted in August

TASK 1 DELIVERABLES

- Facilitation and notes from up to three (3) virtual meetings with PRTT
- One (1) virtual copy of the funding and advocacy report

TASK 1 ASSUMPTIONS

- Two (2) HDR staff members attend each meeting
- Notes and report to be delivered electronically
- Meetings to be held virtually
- Up to two (2) rounds of revisions to the report

Task 2: Public and Stakeholder Involvement

- Public input
 - Develop a Public involvement plan per the PPP's requirements
 - One (1) digital survey using Survey Monkey
 - One (1) self-guided online public meeting
 - One (1) pop-up event located at a nearby business or trail
 - Up to three (3) one-on-one landowner meetings

- Develop promotional materials to promote the project and opportunities for engagement, including social media, flyers, and website content for existing MPO website
- Stakeholder engagement
 - Conduct up to three (3) stakeholder working group meetings
 - WYDOT
 - Wyoming Outdoor Council
 - Natrona County
 - Wyoming State Parks
 - City of Casper

TASK 2 TIMELINE

- Public input:
 - Digital survey to take place starting early June for 3-4 weeks
 - Online meeting to take place end of July or early August
 - Pop-up event to take place August
 - Landowner meetings to take place as needed throughout the project
- Stakeholder working group:
 - Meeting 1 to take place end of May: Introduction to the project, what does success look like to you?
 - Meeting 2 to take place end of June or early July: Discuss cost estimates, alignments, and fundraising strategies
 - Meeting 3 to take place early August: Present draft plan

TASK 2 DELIVERABLES

- One (1) digital survey content document and results summary
- One (1) online public meeting content document, URL, and meeting summary
- One (1) pop-up event plan and summary
- Facilitation and notes from up to three (3) landowner meetings
- Facilitation and notes from up to three (3) virtual meetings with stakeholder working group
- Up to twelve (12) social media posts/graphics for Facebook, Instagram and Twitter
- Two (2) promotional flyers (digital and print)
- Up to two (2) website content revisions
- One (1) virtual copy of the public and stakeholder engagement results report

TASK 2 ASSUMPTIONS

- Two (2) HDR staff members attend each meeting (stakeholder working group and landowner) and pop-up event
- Notes, summaries, and reports to be delivered electronically
- Meetings to be held virtually
- Pop-up event to be held in-person
- Up to two (2) rounds of revisions on deliverables

Task 3: Safety, Crossings, and Preferred Alignment

- Conduct a safety review and crossing alternatives
 - Perform a site visit of the trail locations
 - Review of alignment

- Providing a short list of possible Highway crossing options
 - WYDOT coordination
- Alignment review and cost estimating
 - Produce a construction cost estimate for the preferred alignment
 - Select a preferred Highway crossing Option and include in the cost estimate
 - Include with the safety review and crossing alternatives
 - Produce a Technical memo deliverable

TASK 3 TIMELINE

- Site Visit and Safety Review will take place in early June
- Crossing options and cost estimating will be complete at the end of June unless additional information is to be collected from the public outreach to aid in selection of alternatives
- The Technical Memo will be out for review in early July

TASK 3 DELIVERABLES

- The deliverable will be a technical memo that includes cost estimates, a summary of the safety review and the summary of the crossing selection
- The final report will be submitted both electronically and with 3 bound hard copies.

TASK 3 ASSUMPTIONS

- Two (2) HDR personnel will make the site visit to review the pathway locations
- No field survey will be necessary
- Final results of Task 3 will all be summarized into the Technical Memo as the deliverable
- The Technical Memo will be an appendix to the summary of the Final Report

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on May 21, 2020, for a Casper Rail Trail Extension Plan, not to exceed Sixty Thousand Dollars (\$60,000.00); and,

WHEREAS, on April 29, 2021, the Consultant Selection Committee approved the hiring of HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming, to complete the Casper Rail Trail Extension Plan.

WHEREAS, HDR Engineering, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with HDR Engineering, Inc., to complete the Casper Rail Trail Extension Plan in accordance with the scope of work and schedule included in the Agreement, for an Agreement amount not to exceed Fifty Nine Thousand Nine Hundred Forty Three Dollars and Seventy-Four Cents (\$59,943.74).

PASSED AND APPROVED THIS ____ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
Chairman

EXHIBIT "C"

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

During the performance of this Contract, HDR Engineering, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Jason Kjenstad, am the Vice President of and duly authorized representative of the firm of HDR Engineering, Inc.; and that neither I nor the above firm I here represent has:

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

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

5-13-2021
Date


Signature

Jason Kjenstad
Printed Name

Vice President
Title

EXHIBIT "E"
CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Steven K. Freel
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF South Dakota) ss

COUNTY OF Minnehaha) ss

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

By: [Signature]
Vice President
Title

Subscribed in my presence and sworn to before me this 13th day of May, 2021, by:

[Signature]
Elizabeth Coday

Notary Public



8-8-2025
My Commission Expires

RESOLUTION NO.21-72

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND HDR
ENGINEERING, INC., FOR THE CASPER RAIL TRAIL
EXTENSION PLAN.

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget Amendment on May 21, 2020, for a Casper Rail Trail Extension Plan, not to exceed Sixty Thousand Dollars (\$60,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on March 26, 2021; and,

WHEREAS, the Project Selection Committee selected HDR Engineering, Inc., on April 29, 2021, to complete the Casper Rail Trail Extension Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and HDR Engineering, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Fifty Nine Thousand Nine Hundred Forty Three Dollars and Seventy-Four Cents (\$59,943.74) for a Casper Rail Trail Extension Plan.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 22, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cindie Langston, Solid Waste Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc., in the Amount of \$51,290, for the Solid Waste Planning Services, Project No. 21-019.

Meeting Type & Date:

Regular Council Meeting

May 18, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), in the amount of \$51,290, for the Solid Waste Planning Services, Project No. 21-019.

Summary:

The CRL lifetime permit was approved and authorized by the Wyoming Department of Environmental Quality (WDEQ) on April 19, 2016. WDEQ requires submission of permit amendment applications when operational or design changes to the permit are requested. The City of Casper plans to have the permit amendment application to WDEQ no later than October 31, 2021, to obtain WDEQ approval by April 2022. The WDEQ permitting staff requires a six (6) month review time at a minimum.

There are several revisions to the CRL permit needed by staff, including the following:

- Add designed lined landfill space to assist with minimizing haul distances for mining sand to cover waste.
- Add tire shreds as an approved alternative daily cover.
- Revise Asbestos Handling Plan to include double wrapping asbestos containing material in 4 mL plastic as an alternative to drumming.
- Add several other miscellaneous updates to the operational plan. The re-design of Phase 2 of the CRL has been an on-going process and has required numerous revisions based on updated groundwater contours from groundwater monitoring wells. Due to the magnitude of changes required in the subgrade and final cover designs, several engineering calculations require additional evaluation and verification. Additionally, Golder verified that WDEQ landfill siting standards are met based on new limit of waste.

Golder.
CRL Permit Amendment for
The Casper Regional Landfill Project No. 19-010.

In addition, WDEQ requires additional buildings to be included/updated in permits. The Baler Building expansion and the new customer traffic flow needs to be updated in the transfer station permit.

The work also includes on-call operational support for waste planning at the CRL on an annual basis. This work includes coordination with CRL staff on waste placement sequencing relative to permitted limits of waste and developing permitted top of waste grades, updating top of waste surfaces to reflect recent waste placement in active cells, and supporting staff with development of design surface capable of synchronization with software and GPS equipment.

Golder won the contract to prepare the application for the CRL lifetime permit in 2014 through a competitive qualifications process for a cost of \$73,679. Golder has all the figures, tables, GIS data, design data, and permit related documents in their possession, and the Golder staff is most familiar with CRL operations, landfill design and permit requirements.

City Staff has reviewed Golder's proposal and recommends Golder to perform the work as part of the Solid Waste Planning Services, Project No. 21-019, for \$51,290.

Financial Considerations:

These funds are included in the FY20 Balefill Fund Reserves.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Manager

Attachments:

Resolution

Agreement

Exhibit A, B

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of May, 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. Golder Associates Inc., 7245 W. Alaska Drive, Suite 200, Lakewood, Colorado 80226 ("Consultant").

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

RECITALS

A. The City is undertaking the Solid Waste Planning Services, Project No. 21-019.

B. The project requires professional services to provide engineering design, bidding, cost estimating, construction quality assurance, and construction administration for the Casper Solid Waste Planning Services, Project No. 21-019.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in accordance with Consultant's Proposal No. CX21456811-2, dated April 20, 2021, attached hereto as Exhibit A and hereby made a part of this Contract and Exhibit B (Table 1), also attached and made a part of this Contract. However, the third paragraph of Section 6.0 of Exhibit A is excluded from this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 2nd day of June, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Fifty One Thousand Two Hundred Ninety and 00/100 Dollars (\$51,290.00).

4. METHOD OF PAYMENT:

Monthly progress payments for undisputed amounts will be made within forty-five (45) days of receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Golder Associates Inc.

By: Jeff Pusca
Printed Name: JEFF PUSCA
Title: SENIOR ENGINEER

By: Cameron Beul
Printed Name: Cameron Beul
Title: Principal

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City, excluding any information disclosed which: (1) can be shown to be widely known and readily accessible to the public; or (2) can be shown from Contractor files to have been known to Contractor prior to any disclosure hereunder; or (3) can be shown to have been received by Contractor from a third party without obligation of confidentiality or (4) is required to be disclosed by law or judicial or administrative order, or required to be disclosed in the defense of any claim.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work,** Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit).

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits. Consultant shall also evidence Employers Liability /Stop Gap Coverage.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) per claim and in the aggregate.
- C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 04 13 and CG 20 37 04 13).

2. *Primary Coverage*

For any General Liability claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage 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 by endorsement, except with thirty (30) days' notice to the City and ten (10) days' notice for nonpayment of premium. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

9. *Subconsultants*

Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall require that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

Reserved.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

Exhibit A



April 20, 2021

Proposal No. CX21456811-2
City Engineering Project Solid Waste Planning Number: 21-019

Cindie Langston
City of Casper
1883 North Station Road
Casper, Wyoming 82609

PROPOSAL FOR 2021 SOLID WASTE PLANNING SERVICES

Dear Cindie:

At your request, Golder Associates Inc. (Golder) is submitting this proposal for solid waste planning services, including updating 2019 construction and closure cost estimating table with permitted cell construction and closure redesign, calculating airspace value for future lined and unlined cells, ongoing permitting services related to the modification of the Lifetime Permit Application for the Casper Regional Landfill, converting the Casper Transfer Station Permit to a lifetime permit, and providing on-call operational support related to waste placement sequencing and waste planning synchronization with the Carlson Command system. These services have been divided into five project tasks.

1.0 TASK 1 – CONSTRUCTION AND CLOSURE COST ESTIMATING

Under this task, Golder will update their 2019 CRL Airspace Cost Summary Table. This task will require updating construction project cost estimates in consideration of the landfill redesign and partial cell closures, updated landfill development and closing sequencing, current airspace consumption rates and in-place compacted density estimates, and more recent cost references. These cost estimates will be used in the airspace value calculations under Task 2 of this proposal as well as serve as the basis for City budgetary planning for lining future cells and covering/capping/closing landfill cells that have met waste capacity criteria.

2.0 TASK 2 – CRL AIRSPACE VALUE CALCULATIONS

Under this task, Golder will calculate the value of Casper Regional Landfill (CRL) airspace on a per-cubic-yardage basis. Golder understands the City needs this data to perform cost-benefit analyses. For this task, Golder will evaluate the construction, operational, and final closure costs for future lined and unlined landfill cells on the unit basis of cubic yardage of airspace. To support this calculation, Golder will require costing data from the City for landfill operations.

3.0 TASK 3 – CRL ENGINEERING AND PERMITTING

Under this task, Golder will finalize the modification to the Lifetime Permit Application. The design of Phase 2 of the CRL and the corresponding modification to the Lifetime Permit Application has required significant

Golder Associates Inc.
7245 W Alaska Drive, Suite 200, Lakewood, Colorado, USA 80226

T: +1 303 980-0540 F: +1 303 985-2080

Exhibit A

Cindie Langston
City of Casper

Proposal No. CX21456811-2
April 20, 2021

engineering effort beyond the scope originally envisaged at the time of the initial project budgeting in 2018. Specifically, the redesign of Phase 2 of the CRL has been an ongoing process and has required numerous revisions based on updated groundwater contours from groundwater monitoring wells E-13, E-14, and E-15. Due to the magnitude of changes required in the subgrade and final cover designs for Phase 2, several engineering calculations required additional evaluation and verification (e.g., global slope stability, stormwater management, liner settlement, leachate collection pipe crushing). Additionally, Golder verified that Wyoming Department of Environmental Quality (WDEQ) landfill siting standards are met based on the new limit of waste.

4.0 TASK 4 – TRANSFER STATION PERMITTING

Under this task, Golder will prepare a permit application for the Casper Transfer Station permit to be modified to a lifetime permit, including updating the permit to include changes to the transfer stations since September 10, 2015.

5.0 TASK 5 – ON-CALL OPERATIONAL SUPPORT

Under this task, Golder will provide on-call operational support for waste planning at the CRL on an annual basis. At this time, it is anticipated that these services will include coordination with operational staff on waste placement sequencing relative to permitted limits of waste and developing permitted top of waste grades, updating top of waste surfaces to reflect recent waste placement in active cells, and supporting staff with development of design surface capable of synchronization with City Carlson Command software.

6.0 PROJECT FEES AND TERMS

Golder's estimated fees to perform the tasks outlined herein are \$51,290 (assuming a 2-year contract period), as broken out by task below:

- Task 1: \$3,870
- Task 2: \$4,580
- Task 3: \$14,720
- Task 4: \$7,080
- Task 5: \$10,500 (per year)

A more detailed breakdown of these costs by task is presented in the attached Table 1.

Golder proposes to perform this project on a time-and-materials basis under the terms of the City's Contract for Professional Services (8/19/20). The cost estimate shall not be exceeded without the City's prior written approval.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

We appreciate the opportunity to continue to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Exhibit A

Cindie Langston
City of Casper

Proposal No. CX21456811-2
April 20, 2021

Sincerely,

Golder Associates Inc.



Jeff Rusch, PE
Senior Engineer



Mark McClain
Principal

JAR/MEM/

Attachments: Table 1: Cost Summary Table

[https://golderassociates.sharepoint.com/sites/142640/project files/1 proposal and project management/1_admin/rev2/cx21456811-2-casper_sw_planning_20apr21.docx](https://golderassociates.sharepoint.com/sites/142640/project%20files/1%20proposal%20and%20project%20management/1_admin/rev2/cx21456811-2-casper_sw_planning_20apr21.docx)

Exhibit B

Cindie Langston
City of Casper

Proposal No. CX21456811-2
April 20, 2021

TABLE 1

Cost Summary Table

Exhibit B

April 2021

CX21456811-2

Table 1: Cost Summary Table

				Task 1	Task 2	Task 3	Task 4	Task 5
				Construction and Closure Cost Estimating	CRL Airspace Value	CRL Engineering and Permitting	Transfer Station Permitting	On-Call Support
Professional Services	Unit	Unit Rate	Quantity	Est. Units	Est. Units	Est. Units	Est. Units	Est. Units
Practice / Program Leader (C7)	hour	\$190	4	2	4	4	4	2
Senior Engineer / Scientist (C5)	hour	\$165	24	6	8	24	8	16
Senior Project Engineer / Scientist (C4)	hour	\$140	0					
Project Engineer / Scientist (C3)	hour	\$125	80	20	20	80	40	60
Staff Engineer / Scientist (C2)	hour	\$110	0					
Engineer / Scientist (C1)	hour	\$100	0					
Senior Admin (A3)	hour	\$85	0					

TASK TOTAL:	\$3,870	\$4,580	\$14,720	\$7,080	\$10,520
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PROJECT TOTAL (2-YR):	\$51,290
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RESOLUTION NO. 21-73

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR THE SOLID WASTE PLANNING SERVICES, PROJECT NO. 21-019.

WHEREAS, the City of Casper desires to enter into a contract for updating cost and permit documents used for solid waste planning and Casper Regional Landfill (CRL) operation support for Solid Waste Planning Services, Project No. 21-019 (the "Project"); and,

WHEREAS, the City of Casper desires to have Golder Associates, Inc. (Golder) provide the services required for the project; and,

WHEREAS, Golder, is able and willing to provide the required services for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Golder for the Project.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the Project, retaining those amounts prescribed by the Contract for Professional Services, equal to a total fixed cost amount of Fifty One Thousand Two Hundred Ninety and 00/100 Dollars (\$51,290.00).

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

May 5, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with J & T Properties, LLC

Meeting Type & Date

Regular Council Meeting
May 18, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with J & T Properties, LLC.

Summary

This contract provides Outside-City sewer service for 5901 West Old Yellowstone Highway, a parcel of land located west of Casper. The property will obtain sewer service by connecting to a 21-inch sewer main that parallels West Old Yellowstone Highway.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its April 28, 2021 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 3 day of May, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and J & T Properties, LLC, 5901 West Old Yellowstone Highway, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" (attached hereto and made a part of this agreement), being vacated Block 15, Lots 1-10 of the Yellowstone Addition, a portion of the NE1/4SW1/4 of Section 35, Township 34 North, Range 80 West, of the 6th P.M., in Natrona County, Wyoming, and being those portions of vacated Harvey Street and Yellowstone Drive adjacent to Block 15 of the Yellowstone Addition, a portion of the NE1/4NW1/4 of Section 35, Township 34 North, Range 80 West, of the 6th P.M., in Natrona County, Wyoming, with an address of 5901 West Old Yellowstone Highway, Casper, Wyoming 82604, which is not within the corporate limits of the City of Casper; and,

B. Owner obtains water service through use of a private water well; and,

C. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

D. Owner desires to obtain sewer service from City for such property as described in Exhibit "A" (attached hereto and made a part of this agreement); and,

E. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The properties served shall be limited to that described in Exhibit "A" (attached hereto and made a part of this agreement). No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. The Owner shall be allotted one (1) 4-inch sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall, at its sole cost and expense, install, own, and maintain the sewer service line(s), including the connection to the City sewer main, from the building being served to the City sewer main.
- d. The City will install a 4-inch sewer service tap to the existing 21-inch sewer main at the request of and at the sole cost and expense of the Owner, in

accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.

- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on an equivalent ¾-inch water connection.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City sewer service.

4. Regulation

The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service, and all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex their property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on West Old Yellowstone Highway at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and

Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

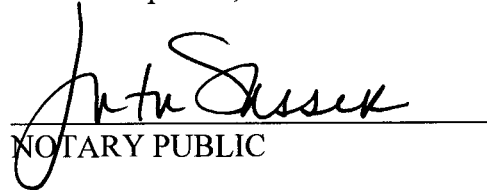
Owner Info
J & T Properties, LLC
PO Box 836
Casper, WY 82602

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

This instrument was acknowledged before me this 3 day of May, 2021,
by Joseff Hutchison as Owner/Managing Member of J & T Properties, LLC.

[illegible]

(seal) JANITH SASSER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires December 13, 2021

Leta Shoser
NOTARY PUBLIC

STATE OF _____)
) ss.
COUNTY OF _____)

(seal) _____
NOTARY PUBLIC

324

[illegible]

This instrument was acknowledged before me this _____ day of _____, 2021,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

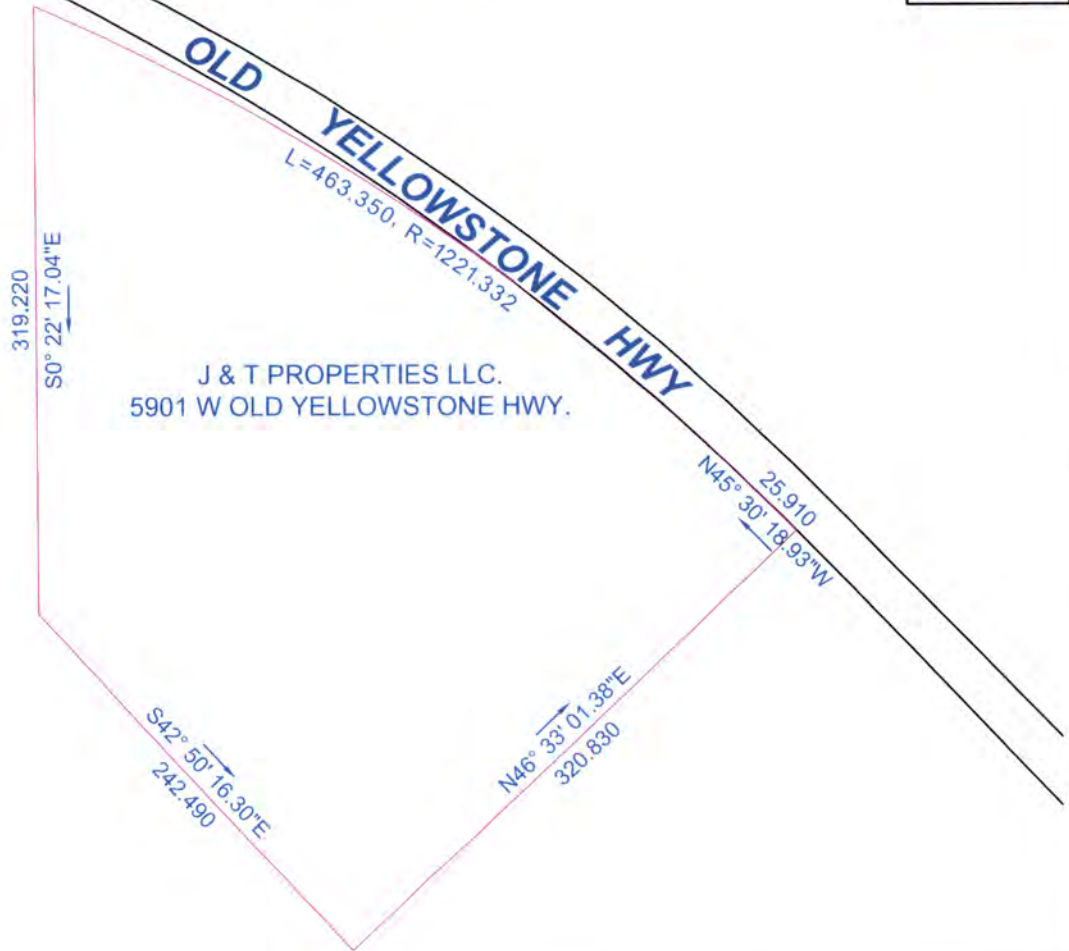
NOTARY PUBLIC

My commission expires: _____



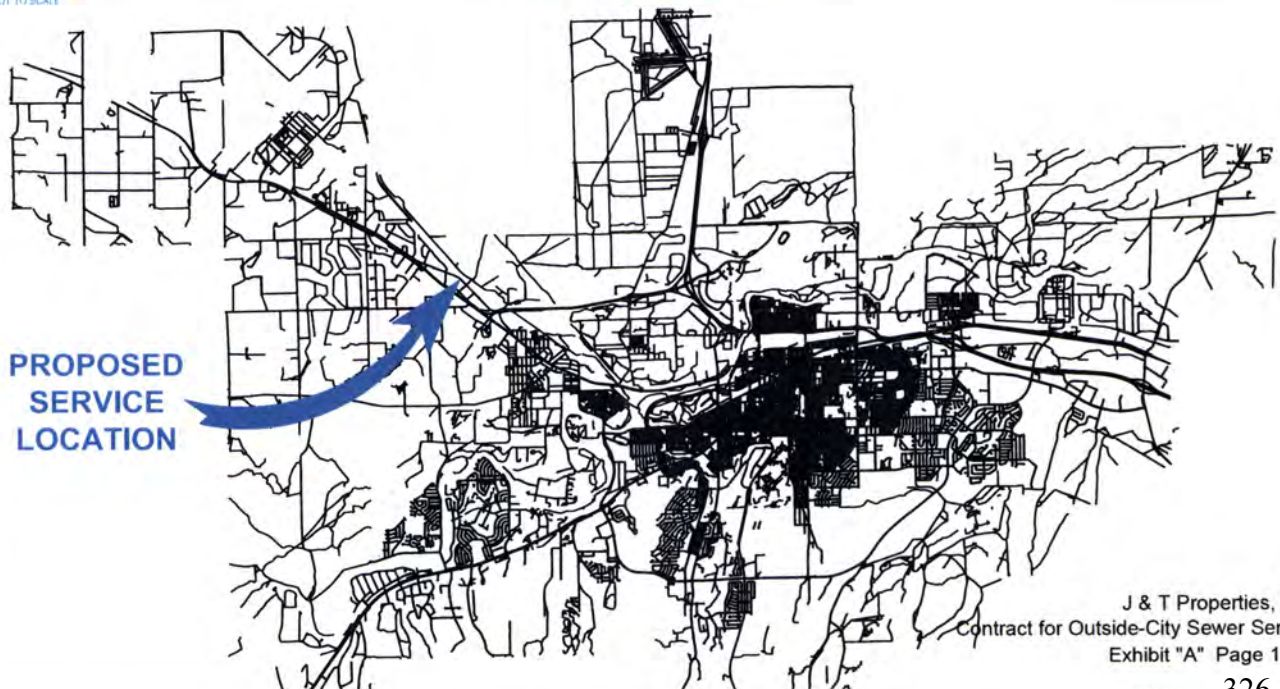
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LOCATION MAP EXHIBIT "A"



VICINITY MAP
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VICINITY MAP



J & T Properties, LLC
Contract for Outside-City Sewer Service
Exhibit "A" Page 1 of 3

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NATRONA COUNTY CLERK

Pages: 1

Tracy Good
Recorded: GC
Fee: \$13.00
American Title Agency

1080543

WARRANTY DEED

IRMA J. BIDEAU, SUCCESSOR TRUSTEE OF THE BIDEAU FAMILY TRUST DATED DECEMBER 4, 1991, grantor(s) of Natrona County, State of Wyoming, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

J & T PROPERTIES, LLC, grantee(s), whose address is:

5901 WEST YELLOWSTONE HIGHWAY M/A PO BOX 836
Casper, WY 82604 CASPER, WY 82602

of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of WYOMING, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, IN VACATED BLOCK 15, YELLOWSTONE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING A PORTION OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING

AND

A PARCEL BEING A PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 35, TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, ALSO BEING THOSE PORTIONS OF VACATED HARVEY STREET AND YELLOWSTONE DRIVE ADJACENT TO BLOCK 15, VACATED YELLOWSTONE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF YELLOWSTONE HIGHWAY, AND THE MOST EASTERLY CORNER OF LOT 1, BLOCK 15, VACATED YELLOWSTONE ADDITION; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID YELLOWSTONE HIGHWAY 30.00 FEET TO A POINT ON THE CENTERLINE OF VACATED HARVEY STREET; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF VACATED HARVEY STREET TO THE CENTER LINE OF VACATED YELLOWSTONE DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF YELLOWSTONE DRIVE TO AN ANGLE POINT; THENCE NORTHERLY ALONG THE CENTERLINE OF YELLOWSTONE DRIVE TO A POINT ON THE SOUTHWEST LINE OF YELLOWSTONE HIGHWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF YELLOWSTONE HIGHWAY TO THE MOST NORTHERLY POINT OF VACATED LOT 6, SAID BLOCK 15, VACATED YELLOWSTONE ADDITION; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF VACATED LOTS 6 AND 7 TO THE SOUTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF VACATED LOTS 7, 8, 9 AND 10, SAID VACATED BLOCK 15 TO THE MOST SOUTHERLY CORNER OF SAID LOT 10; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 1 AND 10, SAID VACATED BLOCK 15 TO THE NORTHEASTERLY CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.

Witness my/our hand(s) this 29 day of April, 2020.

THE BIDEAU FAMILY TRUST DATED DECEMBER 4, 1991

BY: Irma J. Bideau
IRMA J. BIDEAU
SUCCESSOR TRUSTEE

State of Wyoming)

)SS.

County of Natrona)

The foregoing instrument was acknowledged before me by IRMA J. BIDEAU, SUCCESSOR TRUSTEE OF THE BIDEAU FAMILY TRUST DATED DECEMBER 4, 1991.

this 29 day of April, 2020.

Witness my hand and official seal.

My Commission Expires: 12/2/20

Jennifer A. Freel
Notarial Officer



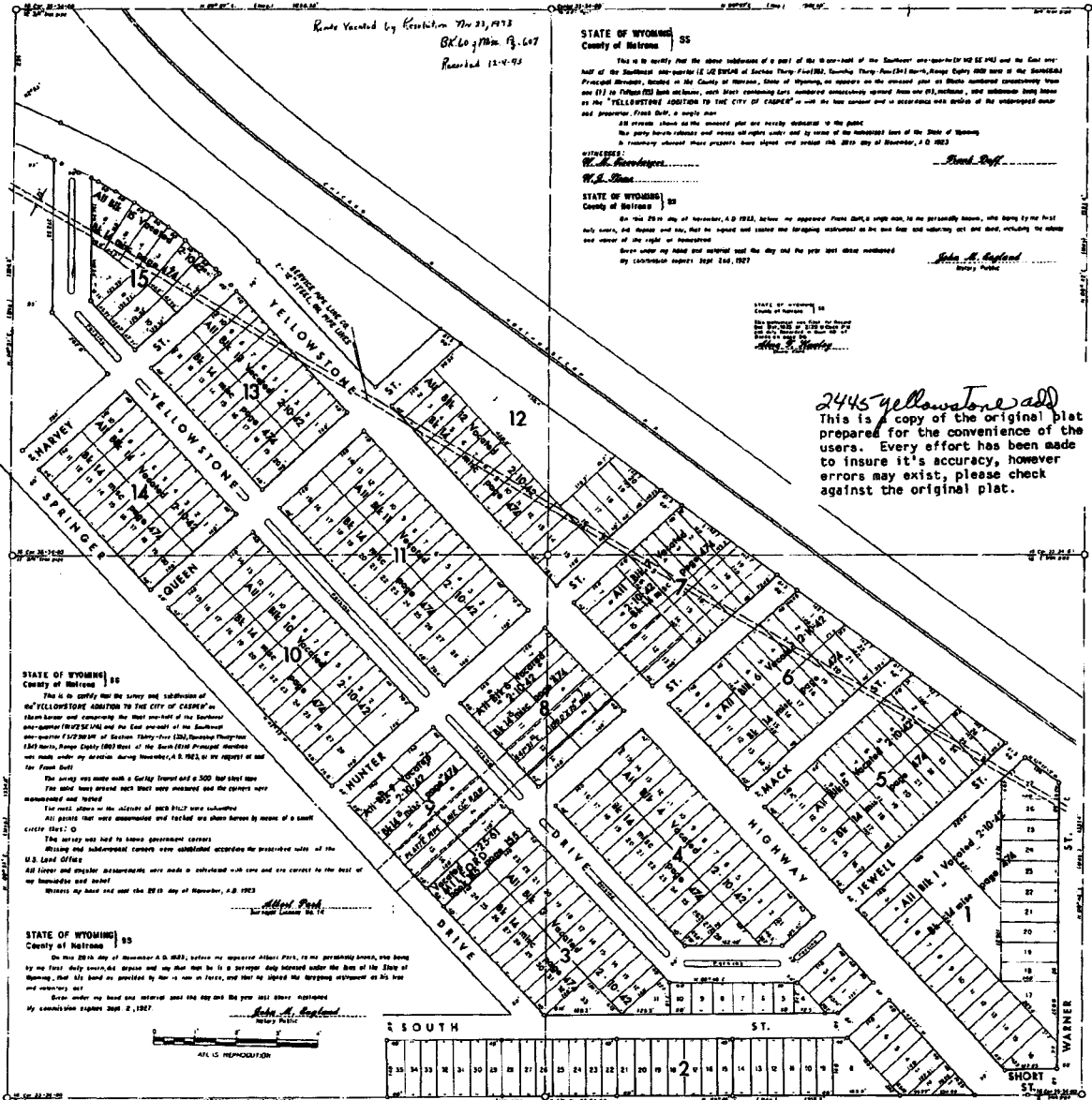
J & T Properties, LLC
Contract for Outside-City Sewer Service
Exhibit "A" Page 2 of 3

YELLOWSTONE ADDITION

TO THE CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

A SUBDIVISION OF A PART OF THE W2SE4 & E2SW4, SEC. 35, T.34N., R.80W. OF THE 6th PRIN. MER.

Scale: 1"=100'



2445 Yellowstone add
This is a copy of the original plat prepared for the convenience of the users. Every effort has been made to insure its accuracy, however errors may exist, please check against the original plat.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, J & T Properties, LLC, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**5091 WEST OLD YELLOWSTONE HIGHWAY
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made
a part of this agreement)**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

5-3-2021
Date

Joseph Hutchison
Joseph Hutchison
OWNER/MANAGING MEMBER

5-3-2021
Date

Foni Hutchison
Foni Hutchison
OWNER/MANAGING MEMBER

Date

MORTGAGEE

By: _____

Name: _____

Title: _____

This instrument was acknowledged before me this 3 day of May, 2021,
by Joseff Hutchison, as Owner/Managing member for J & T Properties, LLC.



My commission expires: 12/13/21

This instrument was acknowledged before me this 3 day of May, 2021,
by Toni Hutchison, as Owner/Managing member for J & T Properties, LLC.



My commission expires: 12/13/2021

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

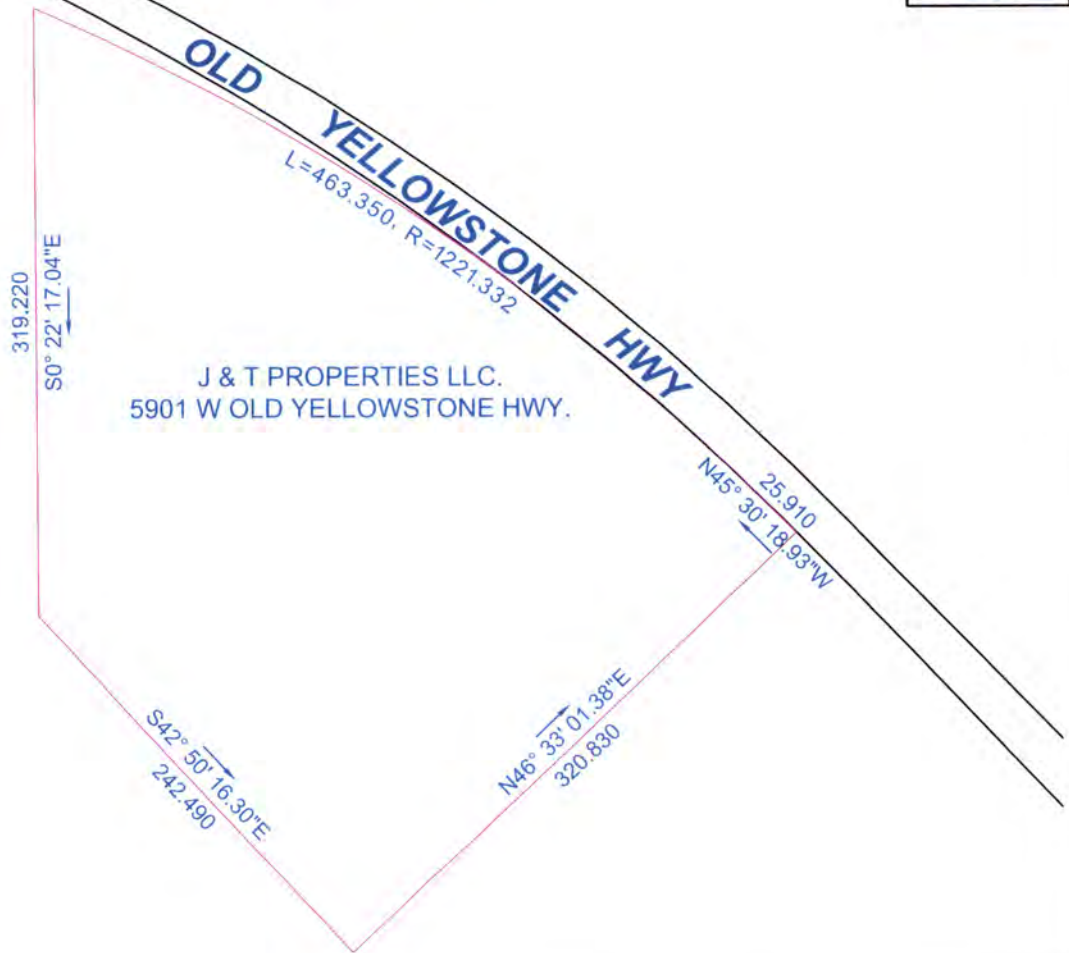
NOTARY PUBLIC

My commission expires: _____



VICINITY MAP
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LOCATION MAP EXHIBIT "A"



VICINITY MAP
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4/29/2020 3:37:24 PM

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WARRANTY DEED

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J & T PROPERTIES, LLC, grantee(s), whose address is:

5901 WEST YELLOWSTONE HIGHWAY M/A PO BOX 836
Casper, WY 82604 CASPER, WY 82602

of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of WYOMING, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, IN VACATED BLOCK 15, YELLOWSTONE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING A PORTION OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING

AND

A PARCEL BEING A PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 35, TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, ALSO BEING THOSE PORTIONS OF VACATED HARVEY STREET AND YELLOWSTONE DRIVE ADJACENT TO BLOCK 15, VACATED YELLOWSTONE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

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Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.

Witness my/our hand(s) this 29 day of April, 2020.

THE BIDEAU FAMILY TRUST DATED DECEMBER 4, 1991

BY: Irma J. Bideau
IRMA J. BIDEAU
SUCCESSOR TRUSTEE

State of Wyoming)

)SS.

County of Natrona)

The foregoing instrument was acknowledged before me by IRMA J. BIDEAU, SUCCESSOR TRUSTEE OF THE BIDEAU FAMILY TRUST DATED DECEMBER 4, 1991.

this 29 day of April, 2020.

Witness my hand and official seal.

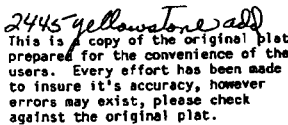
My Commission Expires: 12/2/20

Jennifer A. Freel
Notarial Officer



J & T Properties, LLC
Contract for Outside-City Sewer Service
Exhibit "A" Page 2 of 3

Scale: 1"=100'



RESOLUTION NO.21-74

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY SEWER SERVICE WITH J & T PROPERTIES,
LLC.

WHEREAS, J & T Properties, LLC has requested outside-City sewer service from the City of Casper for vacated block 15, lots 1-10 of the Yellowstone Addition and being those portions of vacated Harvey Street and Yellowstone Drive adjacent to Block 15 of the Yellowstone Addition, with an address of 5901 W Old Yellowstone Highway, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Sewer Service with J & T Properties, LLC, 5901 W Old Yellowstone Highway, Casper, Wyoming 82604.

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

April 23, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing an Agreement between the Natrona County Conservation District and the City of Casper

Meeting Type & Date

Regular Council Meeting scheduled for May 18, 2021.

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$40,000.

Summary

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District. Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

The District approached the Casper Public Utilities Advisory Board in February 2015 and requested an increase in Casper's participation from \$25,000 per year to \$35,000 per year. The additional funding was requested to help pay for increasing costs of programs including cultural resources technical support. In addition, the District requested capital funding in the amount of \$200,000 over a four year period to be used for the installation of pipelines, sprinkler irrigation systems, and other Selenium Control Best Management Practices (BMP's) throughout the watershed. The CPU Advisory Board recommended the amount of \$85,000 (\$35,000 for operations; \$50,000 for capital) be included in the FY16 – FY19 Public Utilities budgets.

The District approached the CPU Advisory Board in April of this year requesting FY21 funding in the amount of \$40,000. The funding is to be used for direct and operational costs allowing the District to continue to manage active grants, apply for new grant opportunities, manage and implement ongoing irrigation BMPs, continue water quality programs, educational programs, and maintain public services and tree program. The \$40,000 funding request was approved by the CPU Advisory Board at their March 24, 2020 meeting.

Financial Considerations

Funding for this agreement will be from the Wastewater Treatment Plant Fund (\$35,000) and the Water Fund (\$5,000).

Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

Attachments

Resolution
Agreement

**AGREEMENT BETWEEN THE CITY OF CASPER AND
THE NATRONA COUNTY CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into this 5th day of May, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City," and Natrona County Conservation District, 5880 Enterprise Drive, Suite 100, Casper, Wyoming 82609, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statute § 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this Agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2021, and terminating March 31, 2022.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Forty Thousand Dollars (\$40,000.00), payable to District upon receipt of a signed City voucher.
3. District agrees to utilize funding provided via this Agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY2020 Annual Report and the FY2021 Annual Plan as attached hereto and incorporated herein as Exhibit "A".
4. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the 2021 Fiscal Year. District shall make quarterly reports to the City throughout the 2022 Fiscal Year.
5. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

6. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this Agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided to the City as described above.
7. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
8. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
9. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESSETH:

NATRONA COUNTY
CONSERVATION DISTRICT

Lisa Ogden

By: Lisa Ogden, District Manager

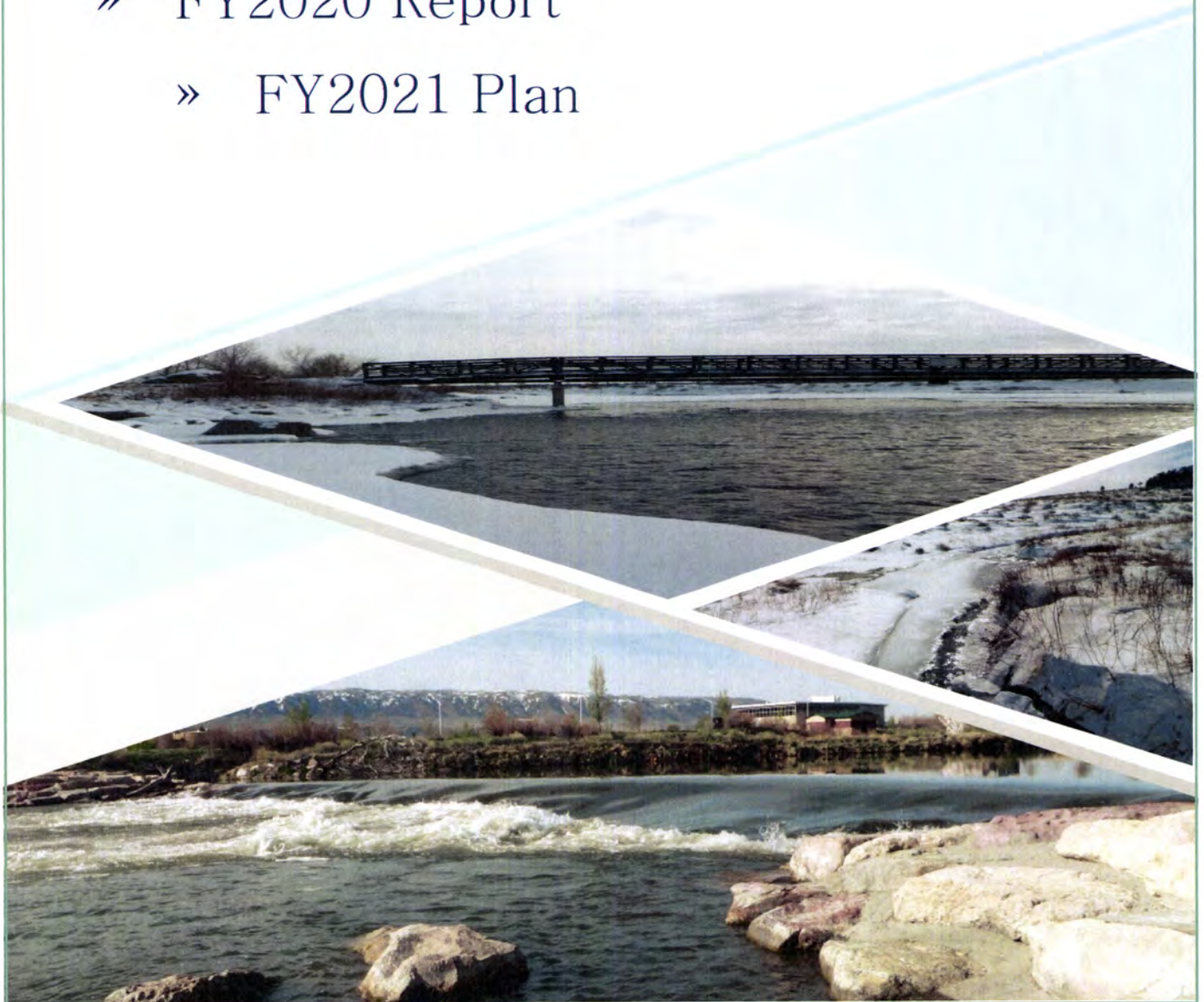
Dennis Scott

Chairman

Dennis Scott

Natrona County Conservation District

- » FY2020 Accomplishments
 - » FY2020 Report
 - » FY2021 Plan



Conserving our natural resources while preserving our way of life.

NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development
- Voluntary Landowner Participation
- Conservation Seedling Tree Sales



Back Row (Left to Right):

Kenny Wolfley—NRCS District Conservationist,
Dennis Scott—Vice-Chairman, **Scott Smith**—
Supervisor, **Len Camp**—Supervisor

Front Row (Left to Right):

Andy Anderson—Chairman, **Lisa Ogden**—Dis-
trict Manager, **Tammy Cobb**—Treasurer

Natrona County

Conservation District

5880 Enterprise Drive, Suite 100

Casper, Wyoming 82609

307.261.5436 Ext. 4

~ ~ ~

lisa.ogden@wy.nacdnet.net

www.nccdwyoming.com

Natrona County Conservation District

FY2020 Accomplishments

Water Quality & Water Quantity ~

- Converted 96 Acres of Previously Flood Irrigated Cropland to More Effective and Conservative Sprinkler Systems;
- Eliminated 10,760 feet of Earthen Ditch and Installed 10,255 feet of Pipeline;
- Installed 5 Livestock Wells and 20,897 feet of Pipeline to 12 Wildlife/Livestock Watering Facilities, Providing Water to 11,696 Acres;
- Investment in the Watershed (with Partners) — \$884,119 (WDEQ 319 Funding—\$76,584 EQIP — \$167,687 CAID—\$356,281, City/County \$140,835, Landowners—\$142,732);
- Monthly Water Quality Sampling at Eleven Sampling Sites Analyzed for Selenium;
- Water Quality Data Continues to Show a Downward Trend in Selenium Concentration in the Watershed.

In a Glance



Education ~

- CAID Annual Meeting Presentation for 60 Irrigators;
- Legislative Luncheon and Annual Update for 45 Elected Officials;
- Presented a Partnership Building Talk at the NACD National Convention in Las Vegas for 50 Attendees;
- District Manager Received Master Gardener's Certificate to Better Serve our Landowners.

Seedling Tree Sales ~

- Provided 5,200 Affordable Seedling Trees and Shrubs to 87 Landowners;
- Sold Planting Polymer and Weed Barrier to Protect Soils from Erosion and Moisture Loss.





Watershed Health

Surface Water Quality

Total watershed health is the top priority for the Natrona County Conservation District (NCCD). Watershed health includes all aspects of water quality (both chemical and biological), water availability, soil health and management, as well as rangeland quality. The NCCD works to maintain and improve the health of the watershed by implementing best management practices (BMPs) that are determined to be an effective and realistic means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Large deposits of Cody Shale are prevalent in the underlying geology of much of Natrona County. As a result, large concentrations of the heavy metal selenium are abundant within the soil. Due to the metal's characteristic of being highly soluble in water, the North Platte River and its associated drainages are quite vulnerable to high levels of selenium. The BMPs that are implemented by landowners in partnership with NCCD are primarily focused on the reduction of selenium transportation through the watershed, but also emphasize protection of water quality and promotion of soil conservation within our watershed.

For more information regarding the watershed and the efforts of the NCCD, please see our website at www.nccdwyoming.com.

Water Quality & Quantity in the Watershed

Actual Completed Projects in FY2020 —

Flood to Sprinkler ~ **96 Acres**
Earthen Ditch Eliminated ~ **10,760 Feet**
Pipeline Installed ~ **10,255 Feet**
Wildlife/Stock Wells ~ **5**
Wildlife/Stock Pipeline ~ **20,897 Feet**
Wildlife/Stock Watering Facilities ~ **12**
Wildlife/Stock Water to **11,696 Acres**
Investment in the Watershed ~ **\$884,119**



Projected Projects for FY2020 —

Flood to Sprinkler ~ **300 Acres**
Earthen Ditch Eliminated ~ **15,000 Feet**
Pipeline Installed ~ **15,000 Feet**
Wildlife/Stock Wells ~ **6**
Wildlife/Stock Pipeline ~ **20,000 Feet**
Wildlife/Stock Watering Facilities ~ **15**
Wildlife/Stock Water to **20,000 Acres**
Channel/Stream Bed Stabilization ~ **7 Structures**

Water Quality Sampling —

Monthly Water Quality Sampling took place in FY2020 and continues into FY2021. The NCCD samples 11 different locations for total selenium. Annual water quality reports are compiled and reviewed for quality assurance by a licensed Environmental Engineering firm. Overall water quality has improved on a yearly basis.

Education

FY2020—

- Hosted a Legislative Luncheon for elected officials to inform them of past and future projects in Natrona County;
- Participated in the Natrona County Natural Resource Management Plan process;
- Presented in Las Vegas at the National Association of Conservation District 2020 Convention.



FY2021—

- Central Wyoming Tree School held in October of 2020;
- Exploring educational options with the required social distancing requirements.



Seedling Tree Sales

FY2020—

- Provided 5,400 trees at affordable prices to over 90 landowners;
- Assisted landowners with planning shelterbelts and tree selection.

FY2021—

- FY2021 Tree Program will see another 5,000 to 7,000 trees planted in Natrona County;
- Will continue to provide information on tree selection, planting techniques, and shelterbelt design in Natrona County.



Budget Summary

FY2020 Final & FY2021 Budget

NCCD Financials	FY2020 Final	FY2021 Budget
Beginning of Fiscal Year (FY)		
Reserves	\$ 300,034	\$ 259,199
General Fund	\$ 23,728	\$ 41,444
All Cash on Hand (Beginning of FY)	\$ 323,762	\$ 300,643
Revenue (Added)		
Local Support (City of Casper/Natrona County)	\$ 70,000	\$ 70,000
State Support (WDA WQ Base & Lab Funds)	\$ 13,177	\$ 12,824
Gross Retail Sales (Seedling Trees, Polymer)	\$ 10,741	\$ 10,000
Grants (WDEQ 319, WWDC SWPP, WDA)	\$ 139,625	\$ 328,000
Project Funds (Selenium Funds-City/County)	\$ 50,000	\$ 50,000
Special Projects	\$ 1,300	\$ -
Interest	\$ 330	\$ 250
Total FY Revenue	\$ 285,173	\$ 471,074
Expenditures (Subtracted)		
Administration (Personnel, Board & Office Exp.)	\$ 62,971	\$ 70,400
Operations (BMPs, Retail Costs, Educational)	\$ 228,602	\$ 537,618
Indirect (Insurance, Indirect Payroll Costs)	\$ 12,247	\$ 12,255
Subtotal	\$ 303,819	\$ 620,273
Difference in End of Year Liabilities	\$ (4,474)	
Total FY Expenditures	\$ 308,293	\$ 620,273
Total Cash on Hand Fiscal Year End (FYE)	\$ 300,642	\$ 151,444
End of Fiscal Year (FY) (Subtracted)		
FYE Balance of Capital Reserves	\$ 15,000	\$ 15,000
FYE Balance of Restricted Reserves (PrePaid Grant & Project Funds)	\$ 184,199	\$ 35,000
FYE Balance of Emergency Reserves (1 Year Operating Costs)	\$ 60,000	\$ 60,000
Total Reserves FYE	\$ 259,199	\$ 110,000
NCCD General Fund at FYE	\$ 41,442	\$ 41,444

For further information, please visit our website, www.nccdwyoming.com, or call 307.261.5436, Ext. 4.

RESOLUTION NO. 21-75

A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF CASPER AND THE NATRONA
COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous agreements with the Natrona County Conservation District each year from 1993 through 2020; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

WHEREAS, the City of Casper desires to enter into a new agreement with the Natrona County Conservation District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and the Natrona County Conservation District in an amount not to exceed Forty Thousand Dollars (\$40,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the agreement for a total amount not to exceed Forty Thousand Dollars (\$40,000).

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

May 12, 2021

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Authorizing a Transit Software Management Agreement with Spare Labs

Meeting Type & Date

Regular Council Meeting, May 18, 2021

Action Type

Resolution

Recommendation

That Council approve, by resolution, a Contract for Professional Services with Spare Labs, Inc., in the amount of \$34,750, for one year of hosted transit management software services.

Summary:

The City officially took over responsibility of transit services for the Casper area on May 8. The software previously used to manage those operations was not licensed to the City, thus resulting in staff performing dispatch operations manually. In an effort to expeditiously obtain a new system, staff has been in communication with the company providing services for the City of Cheyenne's transit operation.

Spare Labs provides a cloud-based transit application for scheduling and tracking daily rider activity. The annual cost of \$34,750 covers 6 dedicated para-transit vehicles. (There is no associated fee for the fixed route). If needed, additional buses can be added at a cost of \$9,000 per year. The contract includes the option for the City to annually renew, under the same terms, for up to six years.

Financial Considerations

Funding for this project will come from the Federal Transit Administration CARES Act grant that the City was awarded in June 2020. This grant provides for 100% federal share.

Oversight/Project Responsibility

Liz Becher, Community Development Director and Michael Szewczyk, IT Manager

Attachments

Resolution

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of May, 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. Spare Labs Inc., Suite 810, 815 W Hastings St, Vancouver, BC V6C 1B4, Canada (“Contractor” or “Consultant”).

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

RECITALS

- A. The City is undertaking a project to obtain services for a cloud-based transit management software solution.
- B. The project requires professional services for the provision, configuration, support, and maintenance of the cloud-based software application.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

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

A. IMPLEMENTATION PHASE. The Contractor shall:

1. Assign a person to work directly with the City as the main point of contact.
2. Conduct weekly meetings with the City during the implementation phase of the software.
3. Provide schedule of deliverables with anticipated completion dates for each location.
4. Provide the City access to the Spare Driver App, Spare Rider App, Spare Platform administration panel, system administrator training, and Spare Open API.
5. Provide administrative user accounts with proper privileges to administrators of the Spare Platform system.

6. Provide administrator and end-user training on the software application. Training can be set at a time convenient for the City, as may be agreed between the Contractor and the City.
 7. Provide documentation on Spare Platform, including the web-based administration panel, the Spare Open API, and the Spare Driver app.
 8. Deploy the Spare Platform with the Spare Pooled OnDemand (Spare Driver app, Spare Rider app, Spare Open API, and Spare Platform administration panel), and Spare Smart Matching and Dispatching Algorithm (Spare Engine) on an independent, secure, and scalable datacenter and web server system with disaster recovery capability.
- B. SERVICES AND SUPPORT.** The Contractor will use commercially reasonable efforts to provide the City with the Services described in Section I(A) above in accordance with the following Service Level Terms:
- 1. General Service Level Terms and Downtime Management:** The Services shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance. If the City requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond the Contractor's control will also be excluded from any such calculation. For each period of downtime lasting longer than one hour, the Contractor will credit the City 0.3% of annual Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue once downtime has taken place, and continues until the availability of the Services is restored. In order to receive downtime credit, the City must notify Contractor in writing within 7 days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. The Contractor will only apply a credit to the month in which the incident occurred.
 - 2. Incident Management.** If any service issue should arise throughout the duration of service, all issues shall be marked and prioritized by the Contractor as follows:
 - a. Fatal (Complete degradation -- 30 Minute response time during Support Hours). All users and critical functions affected.
 - b. Severe (significant degradation -- 90 Minutes response time during Support Hours). Large percentage of users or critical functions affected.
 - c. Medium (limited degradation -- 3 hour response time during Support Hours). Limited number of users or non-critical functions affected. Business processes can continue.
 - d. Minor (small degradation -- 4 hour response time during Support Hours). One user affected. Business processes can continue.

- 3. Technical Support.** The Contractor will provide the City with reasonable technical support in accordance with the following terms:
- a. The Contractor will provide support to the City via electronic mail, chat, and over phone on a twenty-four (24) hour, seven (7) days a week basis.
 - b. The City may initiate a helpdesk ticket during Support Hours by emailing support@sparelabs.com.
 - c. The Contractor will use commercially reasonable efforts to respond to all helpdesk tickets within one business day.

C. RESTRICTIONS AND RESPONSIBILITIES:

1. The City will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by the Contractor or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to the City for use on City premises or devices, Contractor hereby grants the City a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.
2. The successful operation of the Service is dependent on the City’s use of proper procedures and systems and input of correct data. The City agrees that it shall have the sole responsibility for inputting, protecting and backing up their original data used in connection with the Service. The City is responsible for providing Spare Labs with the necessary information to appropriately integrate with the system. The City is solely responsible for the accuracy and adequacy of the information and data that it furnishes to Spare Labs for use with the Service, and Spare Labs is not responsible for reductions in Service quality due to the City’s action or inaction.
3. The City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). The City shall also be responsible for maintaining the security of the Equipment, the City’s account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of City’s account or the Equipment with the City’s knowledge or consent.
4. The City and the Contractor shall comply with all applicable local, state and federal laws in using the Service.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be for a one year period, beginning on May 19, 2021, and ending on May 18, 2022. The City may choose to renew for additional one year terms, up to a maximum of 6 years, under the same terms and conditions of this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, a lump sum of Thirty-Four Thousand Seven Hundred Fifty Dollars (\$34,750) annually, for up to six (6) active vehicles. Additional vehicles beyond the initial six (6) will be billed according to the table below.

Additional Number of Active Vehicles	Pricing – Monthly Fee
1-5	\$750 per vehicle
6-20	\$650 per vehicle
21-50	\$550 per vehicle

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. City will be invoiced by Contractor at beginning of service date as outlined in section 2 (Time of Performance). 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. Where the number of active vehicles in any month exceeds 6, an additional monthly fee as calculated in accordance with section 3 (Compensation) will be invoiced monthly in arrears. All payments are due 45 days from date of invoice.

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. WARRANTY AND DISCLAIMER:

Contractor shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Other than as expressly provided for in this agreement, contractor does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. Except as expressly set forth in this section, the services and implementation services are provided "as is" and company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

6. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary, except for bodily injury, data security, and intellectual property claims of a person, contractor and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for any indirect, exemplary, incidental, special or consequential damages; (b) for any matter beyond company's reasonable control; or (c) for any amounts that, together with amounts associated with all other claims, exceed \$500,000.

7. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS, EXHIBIT 1 -- DATA SECURITY, and EXHIBIT 2 -- FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES.

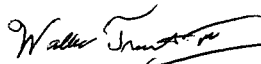
8. EXTENT OF CONTRACT:

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

Fleur Tremel
City Clerk

WITNESS

By: _____

Printed Name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

CONTRACTOR
Spare Labs, Inc.

By:  _____

Printed Name: Kristoffer Hansen

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. Notwithstanding the foregoing, Contractor may assign this Agreement in its entirety without consent of City in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets. 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. Subject to the limited rights expressly granted under this Agreement and notwithstanding the foregoing, Contractor reserves all rights, title and interest in and to the Service and Software, including all related intellectual property rights. No rights are granted to City in respect of the Service or Software hereunder other than as expressly set forth in this Agreement.

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

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

- a) **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of the Contractor.
- b) The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

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 misconduct of the Contractor and any subcontractor thereof. For the avoidance of doubt, Contractor shall not be responsible for any act or omission of any user of the Contractor’s Software.

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.

EXHIBIT 1 -- DATA SECURITY

1. Definitions. Capitalized terms used herein shall have the meanings set forth in this Section [1].

“**Authorized Employees**” means the Contractor’s employees who have a need to know or otherwise access Personal Information to enable the Contractor to perform its obligations under this Contract.

“**Authorized Persons**” means (i) Authorized Employees; and (ii) the Contractor’s contractors, consultants, agents, and auditors who have a need to know or otherwise access Personal Information to enable the Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

“**Highly Sensitive Personal Information**” means an (i) individual’s government-issued identification number (including Social Security number, driver’s license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

“**Personal Information**” means information provided to the Contractor by or at the direction of the City through the use of the system, or information which is created or obtained by the Contractor on behalf of the City, or information to which access was provided to the Contractor by or at the direction of the City, in the course of the Contractor’s performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both sub-clauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information. The City’s business contact information is not by itself deemed to be Personal Information.

“**Security Breach**” means (i) any act or omission that materially compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Contractor or any Authorized Persons, or by the City should the Contractor have access to the City’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Contractor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy and data security practices. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2. Standard of Care.

(a) The Contractor acknowledges and agrees that, in the course of its engagement by the City, the Contractor may create, receive, or have access to Personal Information. The Contractor shall comply with

the terms and conditions set forth in this Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons. The Contractor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were the Contractor's own actions and omissions.

(b) In recognition of the foregoing, the Contractor agrees and covenants that it shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

(ii) not create, collect, receive, access, or use Personal Information in violation of law;

(iii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent (other than "tombstone" information of end users such as user name, name, telephone number, email address and password, which may be used generally through the Spare platform and not just for the City); and

(iv) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, consultants contractors, agents, or auditors (an "Unauthorized Third Party"), without the City's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law[, in which case, the Contractor shall (A) use best efforts and to the extent permitted by applicable law notify the City before such disclosure or as soon thereafter as reasonably possible; (B) be responsible for and remain liable to the City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were the Contractor's own actions and omissions; and (C) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract [relating to the treatment of Personal Information.

3. Information Security.

(a) The Contractor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

(b) The Contractor shall comply with and maintain its written information security program, including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Currently, that program is described in a document titled "Spare Labs Security and Compliance Policy," which was last updated on February 1, 2021. Because that document is proprietary, confidential commercial information, it will be stored in the City of Casper vault, and protected from disclosure under the Wyoming Public Records Act, W.S. § 16-4-203(d)(v).

(c) Without limiting the Contractor's obligations under Section 3(a), the Contractor shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices including the SOC Type II audit, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.

(d) At a minimum, the Contractor's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of the Contractor or its other clients so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at the Contractor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices; and (xi) providing appropriate privacy and information security training to the Contractor's employees. Encryption standards shall be at least as stringent as described in the National Institute of Standards and Technology's (FIPS) 140-3, Security Requirements for Cryptographic Modules, dated March 22, 2019, and then, any superseding FIPS standard.

(e) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall at all times cause such Authorized Employees to abide strictly by the Contractor's obligations under this Contract and the Contractor's standard policies and procedures, a copy of which have been provided to the City and stored in the City's vault. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of the Contractor's

officers, partners, principals, employees, agents, or contractors. Upon the City's written request, the Contractor shall promptly identify for the City in writing by category all Authorized Employees as of the date of such request.

(f) Upon the City's written request, the Contractor shall provide the City with a network diagram that outlines the Contractor's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to the City and all third parties who may access the Contractor's network to the extent the network contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.]

4. Security Breach Procedures.

(a) The Contractor shall:

(i) provide the City with the name and contact information for security operations the Contractor who shall serve as the City's primary security contact and shall be available to assist the City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

(ii) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor becomes aware of it; and

(iii) notify the City of any Security Breaches by telephone at the following numbers: 307-235-7524 (IT Manager), and 307-235-7504 (City Attorney) and email the City at mszewczyk@casperwy.gov (IT Manager) and jhenley@casperwy.gov (City Attorney), with a copy by email to the Contractor's primary business contact within the City, or such other numbers/emails as the City may direct in writing from time to time.

(b) Immediately following the Contractor's notification to the City of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the facilities and operations affected; (iii) facilitating interviews with the Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.

(c) The Contractor shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. The Contractor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(d).

(d) The Contractor agrees that it shall not inform any third party of any Security Breach without first

obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, the Contractor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. However, the Contractor reserves the right, in its sole discretion, to report criminal acts relating to the use and disclosure of Personal Information to applicable government authorities and shall notify the City as soon as practicable that such reporting has occurred. With respect to instances in which the Contractor is considering notifying Government Authorities concerning civil, but not criminal, acts, the Contractor shall notify the City in writing and consult with the City prior to making any such notification. The parties shall immediately endeavor in good faith to reach agreement on the need and nature of such notification. If such agreement cannot be reached within seventy-two (72) hours after the Contractor has provided the City with written notice, the Contractor shall have the right to inform Government Authorities solely to the extent required by applicable law

(e) The Contractor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

(f) The Contractor agrees to fully cooperate at its own expense with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

(g) In the event of any Security Breach, the Contractor shall promptly use its/best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance.

At least once per year, the Contractor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Contract, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices. Upon the City's written request, the Contractor shall make available to the City for review all of the following, as applicable: SOC 2 Type II Security Audit Reports. The City shall treat such audit reports as the Contractor's Confidential Information under this Contract. The Contractor will promptly address any exceptions noted on the audit reports, with the development and implementation of a corrective action plan by the Contractor's management.

6. Return or Destruction of Personal Information. At any time during the term of this Contract at the City's written request or upon the termination or expiration of this Contract for any reason, the Contractor shall, and shall instruct all Authorized Employees/Authorized Persons to, promptly return to the City all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Employees/Authorized Persons, or securely dispose of all such copies, and certify in writing to the City that such Personal Information has been returned to the City or disposed of securely. The Contractor shall comply with all reasonable directions provided by the City with respect to the return or disposal of Personal Information.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit (Data Security) may cause the City irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the City is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the City may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

8. Material Breach. The Contractor's failure to comply with any of the provisions of this EXHIBIT 1 (Data Security) is a material breach of this Contract. In such event, the City may terminate the Contract effective immediately upon written notice to the Contractor without further liability or obligation to the Contractor.

EXHIBIT 2

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down from NCTD to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.

Fly America - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49U.S.C. 5323(j)

49 U.S.C. 5323(h)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow down Requirements: The Buy America requirements flow down from NCTD to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.

Buy America - The Consultant 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). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five

percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultants equipment purchases when Consultant's contract value exceeds \$150,000 in value. Consultant must submit to NCTD the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

EXCEPTION SPECIFIC TO THIS PROCUREMENT: NCTD is seeking Buy America compliant [bids/proposals] with this [RFP/IFB/RFQ]. However, NCTD holds a FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/proposal] being deemed non-responsive. The requirement for the proposal to include a completed Buy America Certificate, however, is not waived by this exception.

3. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 622**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 – 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow down Requirements: The Clean Water Act requirements flow down to NCTD third party consultants and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

Clean Water - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The consultant agrees to report each violation to NCTD and understands and agrees that NCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe

Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

- (d) The consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to NCTD.

6. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36(i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

- (1) The Consultant agrees to provide NCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to

provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2)

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>Non State Grantees</u>						
Contracts below SAT (\$100,000)	Yes ¹	Those imposed on non-state	Yes	Yes	Yes	Yes
Contracts above \$100,000/ Capital Projects	Yes ¹	Grantee pass thru to Consultant	Yes	Yes	Yes	Yes

(3) Where NCTD or a sub-grantee of NCTD in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to NCTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until NCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(6) FTA does not require the inclusion of these requirements in subcontracts.

(7) Requirements for Access to Records and Reports by Types of Contract

Sources of Authority: ¹ 18 CFR 18.36 (i)

7. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Consultant 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 NCTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

8. CLEAN AIR

42 U.S.C. 7401 – 7601(q)

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) *et seq* . The Consultant agrees to report each violation to NCTD and understands and agrees that NCTD, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers.

Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

- (1) NCTD and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NCTD, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- (2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

12. The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in

part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

13. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F
See Section 16 of the Purchase Order Terms & Conditions

14. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, sub-consultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all NCTD contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to consultants and sub-consultants at all levels.

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The consultant is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to NCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When NCTD maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements flow down to each third party consultant and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

16. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332**

29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
 - i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, California Civil Code § 51, California Government Code § 11135
 - ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 – 12996
 - iii. 49 U.S.C. § 5325 (k).
 - iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
2. The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.
3. The following requirements apply to a contract awarded as a result of this solicitation:
 - i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity,

gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

- ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
 - a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
 - b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

- c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
 - d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, “Americans with Disabilities Act: Guidance”. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

18. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18
FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms, and provide for such sanctions and penalties as may be

appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NCTD. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the NCTD. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of NCTD shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NCTD, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NCTD and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the NCTD is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NCTD or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. NCTD encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, NCTD must comply, and insure that its Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).
2. DBE Requirements/DBE Obligation:

- i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
- ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
- iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving v. Washington State Department of Transportation* and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
- iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. 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 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

- i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii. A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.

- iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

- i. Monthly reporting requires the submittal of a “Monthly Sub-contractor Payment Report”, which is used by NCTD to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that NCTD have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii. In order for the Contractor to submit a properly executed “Monthly Sub-contractor Payment Report,” the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii. Certified Contractors can be found at the State of California web site:
http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

- i. NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD’s DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii. 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 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

- i. Not later than ten (10) days after receipt of each progress payment from NCTD, the

successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub-Contractor, to the extent of each sub- Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from NCTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by NCTD, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub- Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.

- ii. Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

7. Civil Rights Policy Statements

- i. NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf>
- ii. NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website:
<http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf>
- iii. NCTD's EEO Policy Statement for its EEO program is located at the following website: <http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf>

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

21. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d) 23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

22. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

RESOLUTION NO. 21-76

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND SPARE LABS,
INC.

WHEREAS, the City of Casper desires to enter into a Contract with Spare Labs, Inc. for hosted transit software services; and,

WHEREAS, Spare Labs, Inc. is able and willing to provide the software services; and,

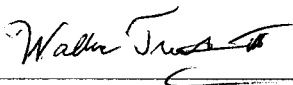
WHEREAS, the fees for said software services are set forth in the above referenced Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract in the amount of Thirty-Four Thousand Seven Hundred Fifty Dollars (\$34,750).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed Thirty-Four Thousand Seven Hundred Fifty Dollars (\$34,750).

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 5, 2021

MEMO TO: J. Carter Napier, City Manager 
FROM: Jolene Martinez, Assistant to the City Manager
SUBJECT: Council Goals 2021 - 2023

Meeting Type & Date
Council Meeting May 18, 2021

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the 2021 -2023 Council Goals.

Summary
At their Work Session on April 27, 2021, Council reviewed requested edits to Council Goals 2021 – 2023. The priorities Council has established for the next two years are basic infrastructure, business investment, and citizen engagement.

Financial Considerations
Council Goals will guide Council decisions on the annual budget and capital plan as well as revenue should Council determine it wants to implement additional funding options.

Oversight/Project Responsibility
J. Carter Napier, City Manager

Attachments
2021- 2023 Council Goals, May 2021

RESOLUTION NO.21-77

A RESOLUTION ADOPTING THE 2021 - 2023
COUNCIL GOALS.

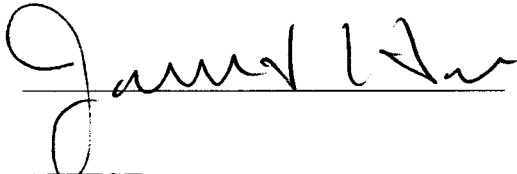
WHEREAS, Council has three areas of emphasis for the next three years including basic infrastructure support, business investment, and citizen engagement; and,

WHEREAS, these areas of emphasis combined with a large library of plans and studies undertaken by the City of Casper and the State of Wyoming were used as guidance for developing Council's Goals.

NOW, THEREFORE, COUNCIL RESOLVES TO: Maintain infrastructure with proactive capital planning and investment strategies; Make Casper the preferred location for business investment in the surrounding region; and Increase citizen opportunities for information about and engagement in City management and operations.

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

May 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: Application for Taxicab Company License for Eagle Cab, Located at 2804 Coulter Drive.

Meeting Type & Date
Regular Council Meeting
May18, 2021

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the issuance of a taxicab company license to Michael Donahue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

Summary
An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Michael Donahue, d/b/a Eagle Cab, located at 2804 Coulter Drive

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is property zoned for the activity. While Eagle Cab is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification of public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot be a registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

If approved, City will receive \$65 for this license

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Chief of Police

Letter from Community Development



City of Casper
POLICE DEPARTMENT

Date March 10, 2021

Memorandum

TO: Casper City Clerk's Office

FROM: Chief Keith McPheeters, Casper Police Department

SUBJECT: Recommendation for issuing Taxicab Driver's License Approval

Applicant Name: Michael Dwight Donohue

Applicant DOB: March 10, 1970

Cab Company: Eagle Cab

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (B), I recommend the issuance of Taxi Cab Driver's License to be **APPROVED** for the above listed individual(s):

Justification:

The Casper Police Department received requests from applicants for Taxi Cab Driver's Licenses to conduct necessary background checks as required by Casper Municipal Code Chapter 5.6 - Vehicles for Hire. To the extent possible all requirements for a new taxi driver have been met, fingerprints have been received and DCI has returned a clear background check.

APPROVED :

*Kullup 307
3-12-2021*

RECEIVED
cmf 5/6/2021



January 7, 2021

Michael Donohue
2804 Coulter
Casper, WY 82604

Re: Taxi Cab Service – 2804 Coulter, Casper, WY

Dear Mr. Donohue:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a "home occupation" is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood can. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at ccollins@casperwy.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Craig Collins", with a long, sweeping horizontal line extending to the right.

Craig Collins, AICP
City Planner

Community Development | Planning

200 North David Street | Casper, WY | 82601-1862 | Phone: (307) 235-8241 | Fax: (307) 235-8362 | www.casperwy.gov

