

COUNCIL MEETING AGENDA

Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, April 2, 2024, at 6:00 p.m.



COUNCIL POLICY ON PUBLIC COMMENT

- I. Members of the public wishing to speak to an item already on the agenda, other than a public hearing or ordinance reading, may speak during the communications from persons present.
- II. When speaking to the City Council:
 - Please clearly state your name.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal obscenities or threats will be tolerated.
 - 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 referred to the City Manager. Public hearing comments and presentations will be limited to five minutes or less per person, and no time extensions will be permitted.
- IV. If Council chooses to address public comments, this will be done during the “Introduction of Measures and Proposals by City Council”.
- 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 meeting.

Public input via email is encouraged: CouncilComments@casperwy.gov

Please silence cell phones during the City Council meeting.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF BILLS AND CLAIMS

A. General Bills & Claims

B. Conflict Claim

4. PROCLAMATIONS

A. **Donate Life**

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH DATES OF PUBLIC HEARINGS

A. Consent

1. Establish April 16, 2024, as the Public Hearing Date for:

- a. **Establish Public Hearing for Transfer of Ownership and Location** for Retail Liquor License No. 24 from Alibi Bar & Lounge, Inc., d/b/a **Alibi Bar & Lounge**, Located at 1740 East Yellowstone to **Homax Oil Sales, Inc**, d/b/a Stop N Go, Located at 519 South Poplar.

7. PUBLIC HEARING

A. Ordinances

1. Ordinance **Amending Sections 15.40.105** of the Casper Municipal Code Establishing a **Fire Self-Inspection Program (FSIP)**.
2. Ordinance Amending Sections 8.40.040 and 8.44.060 of the Casper Municipal Code Pertaining to **Administrative Fees for Litter, Weed & Pest Control Abatements**.

B. Minute Action

1. **New Restaurant Liquor License No. 53** for Brew Story, LLC dba **Frontier Brewing Company**, Located at 150 West 2nd Street.

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8. SECOND READING ORDINANCE

A. An Ordinance **Repealing Section 15.16.010 – Building Construction Prohibited During Certain Hours – Exceptions.**

1. Communications from Persons Present

B. An Ordinance **Amending Chapter 8.20 – Noise**, of the Casper Municipal Code.

1. Communications from Persons Present

9. RESOLUTIONS

A. Consent

1. Authorizing a **Lease Agreement with Johnson Restaurant Group, Inc.**, for Operation of the **19th Hole Restaurant** at the Municipal Golf Course.
2. Authorizing a Procurement of Goods Agreement Between the City of Casper and **Trailside Structures, LLC, to Procure Two Prefabricated Buildings** for the Metro Animal Services Shelter.
3. Accepting a **Public Sidewalk Easement** from the **University of Wyoming Board of Trustees** as Part of the Casper Family Medicine Clinic Renovation.
4. Authorizing a Procurement Agreement with **Sound and Cellular, Inc.** for the **Ford Wyoming Center Radio Replacement**, Project No. 23-025.
5. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, for Design, Bidding, and Construction Administration Services for the **Tower Hill Tank Stabilization Project**, Project No. 23-046.
6. Authorizing a Contract for Professional Services with **Geosyntec Consultants, Inc.**, for the **2024-2029 Solid Waste Planning**, Project No. 23-049.
7. Approving the **Vacation and Final Plat Creating the Kenwood Addition No. 2 Subdivision** and Approving the Subdivision Agreement.
8. Approving a 5-Year Agreement with **Thomson Reuters** for **Westlaw Internet Legal Research Services** for the City Attorney's Office.

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9. Authorizing a **Contract for Professional Services** with Rooter Sewer Service, Inc., dba **R&R Rest Stops**.
10. Authorizing **Acceptance of a Sub-Grant from the National Arbor Day Foundation** in the Amount of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars for the **Improvement of Casper’s Urban Forest**.

10. MINUTE ACTION

A. Consent

1. Authorizing the **Purchase of One (1) New Wheeled Landfill Compactor**, in the Total Amount of \$926,673.16, for **Use by the Solid Waste Division** of the Public Services Department.

11. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

12. ADJOURN INTO EXECUTIVE SESSION: PERSONNEL & LAND

13. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, April 16, 2024 – The Lyric

6:00 p.m. Tuesday, May 7, 2024 – The Lyric

Work Sessions

4:30 p.m. Tuesday, April 9, 2024 – The Lyric

4:30 p.m. Tuesday, April 23, 2024 – The Lyric

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

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City of Casper - Bills and Claims for April 02, 2024

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Refuse - Residential	SUPPLIES FOR CONATINER REPAIRS AT COM	\$54.16
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<i>2530 - CPS DSTRBTRS - Total For Refuse - Residential</i>			<i>\$54.16</i>
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2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$54.16
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2ND GENERATION

2ND GENERATION	Capital Projects Fund	40 HP Mercury Jet Outboard	\$6,589.00
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<i>2ND GENERATION - Total For Capital Projects Fund</i>			<i>\$6,589.00</i>
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2ND GENERATION - ALL DEPARTMENTS			\$6,589.00
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307 SHREDDING LLC

307 SHREDDING LLC	Police Administration	Shredding Service	\$379.50
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<i>307 SHREDDING LLC - Total For Police Administration</i>			<i>\$379.50</i>
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307 SHREDDING LLC - ALL DEPARTMENTS			\$379.50
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307 WINDOWS LLC

307 WINDOWS LLC	Balefill - Baler Processing	QUARTLEY WINDOW CLEANING AT THE BAL	\$142.00
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<i>307 WINDOWS LLC - Total For Balefill - Baler Processing</i>			<i>\$142.00</i>
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307 WINDOWS LLC - ALL DEPARTMENTS			\$142.00
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3540 - SUN COUNTRY D

3540 - SUN COUNTRY D	Aquatics- Marion Kreiner Op	Pool Chemical Shipping	\$250.00
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<i>3540 - SUN COUNTRY D - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$250.00</i>
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3540 - SUN COUNTRY D	Aquatics- Mike Sedar Oper.	Pool Chemical Shipping	\$250.00
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<i>3540 - SUN COUNTRY D - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$250.00</i>
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3540 - SUN COUNTRY D	Aquatics- Paradise Valley Op	Pool Chemical Shipping	\$250.00
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<i>3540 - SUN COUNTRY D - Total For Aquatics- Paradise Valley Oper</i>			<i>\$250.00</i>
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3540 - SUN COUNTRY D	Aquatics- Washington Oper	Pool Chemical Shipping	\$250.00
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<i>3540 - SUN COUNTRY D - Total For Aquatics- Washington Oper</i>			<i>\$250.00</i>
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3540 - SUN COUNTRY D - ALL DEPARTMENTS \$1,000.00

3D SPECIALTIES

3D SPECIALTIES	Traffic Control	Street Signage Materials	\$680.55
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<i>3D SPECIALTIES - Total For Traffic Control</i>			<i>\$680.55</i>
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3D SPECIALTIES - ALL DEPARTMENTS \$680.55

4IMPRINT, INC

4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS; adoption ev	\$180.92
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<i>4IMPRINT, INC - Total For Metro Animal Shelter</i>			<i>\$180.92</i>
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4IMPRINT, INC	Rec Center - Classes	CRC Camp and promo stickers	\$567.75
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<i>4IMPRINT, INC - Total For Rec Center - Classes</i>			<i>\$567.75</i>
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4IMPRINT, INC	Rec Center - Operations	CRC Camp and promo stickers	\$281.13
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<i>4IMPRINT, INC - Total For Rec Center - Operations</i>			<i>\$281.13</i>
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4IMPRINT, INC - ALL DEPARTMENTS \$1,029.80

6H GROUP LLC

6H GROUP LLC	Metro Animal Fund	Dog Food	\$219.50
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<i>6H GROUP LLC - Total For Metro Animal Fund</i>			<i>\$219.50</i>
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6H GROUP LLC	Police Administration	Dog Food	\$173.40
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<i>6H GROUP LLC - Total For Police Administration</i>			<i>\$173.40</i>
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6H GROUP LLC - ALL DEPARTMENTS \$392.90

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	Top Soil	\$702.36
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71 CONSTRUCTION, INC	Water Distribution	E-Z Street-Bulk	\$227.50
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<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$929.86</i>
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71 CONSTRUCTION, INC	Weed & Pest Fund	Redwood Cedar Mulch	\$230.00
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71 CONSTRUCTION, INC	Weed & Pest Fund	Shredded Redwood Mulch	\$115.00
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<i>71 CONSTRUCTION, INC - Total For Weed & Pest Fund</i>			<i>\$345.00</i>
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71 CONSTRUCTION, INC - ALL DEPARTMENTS \$1,274.86

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Diversion & Special	Postage for Mailing Compost Yard Informati	\$1,107.64
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Diversion & Special</i>			<i>\$1,107.64</i>
A.M.B.I. & SHIPPING,	City Attorney	Postage / Mailing Service	\$37.44
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$37.44</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,145.08

AAA LANDSCAPING

AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$584.40
<i>AAA LANDSCAPING - Total For Community Development</i>			<i>\$584.40</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$584.40

ACTIVE SCREENING/PRO

ACTIVE SCREENING/PRO	Volleyball	Background checks for youth officials	\$385.95
<i>ACTIVE SCREENING/PRO - Total For Volleyball</i>			<i>\$385.95</i>
ACTIVE SCREENING/PRO - ALL DEPARTMENTS			\$385.95

ADVANCED ANIMAL CARE

ADVANCED ANIMAL CARE	Police Administration	VETERINARY SERVICES K9 Reed	\$161.98
<i>ADVANCED ANIMAL CARE - Total For Police Administration</i>			<i>\$161.98</i>
ADVANCED ANIMAL CARE - ALL DEPARTMENTS			\$161.98

AFFORDABLE FUNERAL S

AFFORDABLE FUNERAL S	Cemetery	casket stand wheels	\$761.77
<i>AFFORDABLE FUNERAL S - Total For Cemetery</i>			<i>\$761.77</i>
AFFORDABLE FUNERAL S - ALL DEPARTMENTS			\$761.77

AFP Mountain-Plains

AFP Mountain-Plains	Ft. Caspar Museum	Annual membership in MPMA	\$200.00
<i>AFP Mountain-Plains - Total For Ft. Caspar Museum</i>			<i>\$200.00</i>

AFP Mountain-Plains - ALL DEPARTMENTS \$200.00

AFP Wyoming Recreati

AFP Wyoming Recreati	Aquatics - Operations	Mariah Spring Conference Registration	\$25.00
AFP Wyoming Recreati	Aquatics - Operations	Edwin Spring Conference Registration	\$25.00
<i>AFP Wyoming Recreati - Total For Aquatics - Operations</i>			<i>\$50.00</i>

AFP Wyoming Recreati - ALL DEPARTMENTS \$50.00

AIRBNB HMZCFQTXZ4

AIRBNB HMZCFQTXZ4	Police Administration	TRAVEL AGENCIES lodging for polygraph sch	\$1,840.55
<i>AIRBNB HMZCFQTXZ4 - Total For Police Administration</i>			<i>\$1,840.55</i>

AIRBNB HMZCFQTXZ4 - ALL DEPARTMENTS \$1,840.55

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Propane for Forklifts	\$140.78
AIRGAS USA LLC	Balefill - Baler Processing	Propane for Forklifts	\$140.78
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$281.56</i>

AIRGAS USA LLC - ALL DEPARTMENTS \$281.56

ALBERTSONS #0060

ALBERTSONS #0060	Customer Service	PAPER TOWELS	\$24.99
<i>ALBERTSONS #0060 - Total For Customer Service</i>			<i>\$24.99</i>
ALBERTSONS #0060	Water Distribution	CUPACKES FOR MARKS BIRTHDAY	\$17.48
<i>ALBERTSONS #0060 - Total For Water Distribution</i>			<i>\$17.48</i>

ALBERTSONS #0060 - ALL DEPARTMENTS \$42.47

ALBERTSONS #0062

ALBERTSONS #0062	Aquatics - Operations	Parks Master Plan	\$2.43
ALBERTSONS #0062	Aquatics - Operations	Parks Master Plan & Coffee	\$6.27
<i>ALBERTSONS #0062 - Total For Aquatics - Operations</i>			<i>\$8.70</i>
ALBERTSONS #0062	Field Maintenance	Parks Master Plan	\$2.42
ALBERTSONS #0062	Field Maintenance	Parks Master Plan & Coffee	\$6.28

<i>ALBERTSONS #0062 - Total For Field Maintenance</i>			<i>\$8.70</i>
ALBERTSONS #0062	Golf - Operations	Parks Master Plan & Coffee	\$6.27
ALBERTSONS #0062	Golf - Operations	Parks Master Plan	\$2.43
<i>ALBERTSONS #0062 - Total For Golf - Operations</i>			<i>\$8.70</i>
ALBERTSONS #0062	Hogadon - Operations	Parks Master Plan	\$2.43
ALBERTSONS #0062	Hogadon - Operations	Parks Master Plan & Coffee	\$6.27
<i>ALBERTSONS #0062 - Total For Hogadon - Operations</i>			<i>\$8.70</i>
ALBERTSONS #0062	Ice Arena - Operations	Parks Master Plan	\$2.43
ALBERTSONS #0062	Ice Arena - Operations	Parks Master Plan & Coffee	\$6.27
<i>ALBERTSONS #0062 - Total For Ice Arena - Operations</i>			<i>\$8.70</i>
ALBERTSONS #0062	Parks - Parks Maint.	Parks Master Plan	(\$62.66)
ALBERTSONS #0062	Parks - Parks Maint.	Parks Master Plan & Coffee	\$31.25
ALBERTSONS #0062	Parks - Parks Maint.	Parks Master Plan	\$102.21
ALBERTSONS #0062	Parks - Parks Maint.	Parks Master Plan	(\$41.94)
ALBERTSONS #0062	Parks - Parks Maint.	Parks Master Plan	\$2.42
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$31.28</i>
ALBERTSONS #0062	Rec Center - Operations	Parks Master Plan	\$2.43
ALBERTSONS #0062	Rec Center - Operations	Parks Master Plan & Coffee	\$6.27
<i>ALBERTSONS #0062 - Total For Rec Center - Operations</i>			<i>\$8.70</i>
ALBERTSONS #0062	Streets	Parks Master Plan & Coffee	\$24.98
<i>ALBERTSONS #0062 - Total For Streets</i>			<i>\$24.98</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$108.46

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Cemetery	fire extinguisher inspections	\$236.00
<i>ALL OUT FIRE EXTINGU - Total For Cemetery</i>			<i>\$236.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$236.00

ALLDATA

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

ALSCO

ALSCO	Fleet Maintenance Fund	Professional Laundry Services	\$175.43
ALSCO	Fleet Maintenance Fund	Laundry Service	\$130.43
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$305.86</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$41.41
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$41.41</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$22.97
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$22.97</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$153.78
ALSCO	WWTP Operations	Professional Laundry Services	\$154.30
<i>ALSCO - Total For WWTP Operations</i>			<i>\$308.08</i>
ALSCO - ALL DEPARTMENTS			\$678.32

AMAZON RET 111-8741

AMAZON RET 111-8741	Aquatics- Mike Sedar Oper.	Rope Float for Pool Rope	\$126.90
<i>AMAZON RET 111-8741 - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$126.90</i>
AMAZON RET 111-8741 - ALL DEPARTMENTS			\$126.90

AMAZON RET 112-8720

AMAZON RET 112-8720	Public Safety Communication	VARIETY STORES training books Dispatch libr	\$624.32
<i>AMAZON RET 112-8720 - Total For Public Safety Communications</i>			<i>\$624.32</i>
AMAZON RET 112-8720 - ALL DEPARTMENTS			\$624.32

AMAZON RET 112-9902

AMAZON RET 112-9902	Fleet Maintenance Fund	1 set LaserJet Ink Cartridges (4pk)	\$471.89
<i>AMAZON RET 112-9902 - Total For Fleet Maintenance Fund</i>			<i>\$471.89</i>
AMAZON RET 112-9902 - ALL DEPARTMENTS			\$471.89

AMAZON.COM RB5DC8WZ0

AMAZON.COM RB5DC8WZ0	Capital - One Cent 17	BOOK STORES forensic server	\$8,169.91
<i>AMAZON.COM RB5DC8WZ0 - Total For Capital - One Cent 17</i>			<i>\$8,169.91</i>

AMAZON.COM RB5DC8WZ0 - ALL DEPARTMENTS \$8,169.91

AMAZON.COM RI2QE7RB0

AMAZON.COM RI2QE7RB0 Capital - One Cent 17 BOOK STORES Items for Investigations capita \$10,401.32
AMAZON.COM RI2QE7RB0 - Total For Capital - One Cent 17 \$10,401.32

AMAZON.COM RI2QE7RB0 - ALL DEPARTMENTS \$10,401.32

AMERICAN 0017009283

AMERICAN 0017009283 Public Safety Communication AMERICAN AIRLINES flight information book \$235.60
AMERICAN 0017009283 - Total For Public Safety Communications \$235.60

AMERICAN 0017009283 - ALL DEPARTMENTS \$235.60

AMERICAN 0018310391

AMERICAN 0018310391 Public Safety Communication AMERICAN AIRLINES flights booked through \$17.62
AMERICAN 0018310391 - Total For Public Safety Communications \$17.62

AMERICAN 0018310391 - ALL DEPARTMENTS \$17.62

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC Community Development O & E Report \$125.00
AMERICAN TITLE AGENC Community Development O & E Report \$125.00
AMERICAN TITLE AGENC - Total For Community Development \$250.00

AMERICAN TITLE AGENC - ALL DEPARTMENTS \$250.00

AMZN MKTP US

AMZN MKTP US Aquatics - Operations Pool Test Powder \$211.25
AMZN MKTP US Aquatics - Operations Goggles \$599.85
AMZN MKTP US Aquatics - Operations Pool Test Spoons \$29.65
AMZN MKTP US - Total For Aquatics - Operations \$840.75
AMZN MKTP US Aquatics- Mike Sedar Oper. Float locks for pool rope \$149.90
AMZN MKTP US - Total For Aquatics- Mike Sedar Oper. \$149.90
AMZN MKTP US Balefill - Disposal & Landfill CLEANING SUPPLIES FOR FACILITY \$58.72
AMZN MKTP US - Total For Balefill - Disposal & Landfill \$58.72

AMZN MKTP US	Balefill - Diversion & Special	OFFICE SUPPLIES FOR SPECIAL WASTE	\$26.67
<i>AMZN MKTP US - Total For Balefill - Diversion & Special</i>			\$26.67
AMZN MKTP US	Capital - One Cent 17	BOOK STORES Forensic server	\$119.17
<i>AMZN MKTP US - Total For Capital - One Cent 17</i>			\$119.17
AMZN MKTP US	Direct Distribution - Fire	Fitness Supplies	\$608.28
AMZN MKTP US	Direct Distribution - Fire	Station 3 furniture	\$299.00
<i>AMZN MKTP US - Total For Direct Distribution - Fire</i>			\$907.28
AMZN MKTP US	Fire-EMS Administration	Ink toner for fire station	\$105.28
<i>AMZN MKTP US - Total For Fire-EMS Administration</i>			\$105.28
AMZN MKTP US	Metro Animal Control	BOOK STORES; Amazon - seet cover, ramp &	\$304.43
<i>AMZN MKTP US - Total For Metro Animal Control</i>			\$304.43
AMZN MKTP US	Police Administration	BOOK STORES battery charger	\$89.99
AMZN MKTP US	Police Administration	BOOK STORES department issued phone cha	\$91.41
<i>AMZN MKTP US - Total For Police Administration</i>			\$181.40
AMZN MKTP US	Police Investigations	BOOK STORES; drone items	\$92.08
AMZN MKTP US	Police Investigations	BOOK STORES various evidence items	\$1,521.46
<i>AMZN MKTP US - Total For Police Investigations</i>			\$1,613.54
AMZN MKTP US	Rec Center - Classes	CRC Nerf Parties	\$120.62
<i>AMZN MKTP US - Total For Rec Center - Classes</i>			\$120.62
AMZN MKTP US	Rec Center - Operations	CRC Towels	\$277.36
AMZN MKTP US	Rec Center - Operations	Return of CRC towels not as advertised	(\$65.57)
AMZN MKTP US	Rec Center - Operations	Return of towels CRC 2 packs plus shipping c	(\$131.14)
AMZN MKTP US	Rec Center - Operations	CRC Fire Signs	\$14.93
AMZN MKTP US	Rec Center - Operations	CRC signage	\$50.06
<i>AMZN MKTP US - Total For Rec Center - Operations</i>			\$145.64
AMZN MKTP US	Regional Water Operations	FLUORAMICS	\$471.83
AMZN MKTP US	Regional Water Operations	EAR PLUGS, MOUSE PADS, AIR FRESHENER	\$144.72
<i>AMZN MKTP US - Total For Regional Water Operations</i>			\$616.55
AMZN MKTP US	Weed & Pest Fund	Safety	\$414.54
<i>AMZN MKTP US - Total For Weed & Pest Fund</i>			\$414.54
AMZN MKTP US - ALL DEPARTMENTS			\$5,604.49

ANDERSON, CORTNEY

ANDERSON, CORTNEY	Water Revenue and Transfer	\$160.96
<i>ANDERSON, CORTNEY - Total For Water Revenue and Transfers</i>		\$160.96

ANDERSON, CORTNEY - ALL DEPARTMENTS \$160.96

ANDRITZ SEPARATION I

ANDRITZ SEPARATION I WWTP Operations Technician visit for centrifug \$10,129.28
ANDRITZ SEPARATION I - Total For WWTP Operations \$10,129.28

ANDRITZ SEPARATION I - ALL DEPARTMENTS \$10,129.28

AQUA CREEK PRODUCTS

AQUA CREEK PRODUCTS Buildings & Structures Fund Repair supplies for Washington Pool - Aqua \$567.93
AQUA CREEK PRODUCTS - Total For Buildings & Structures Fund \$567.93

AQUA CREEK PRODUCTS - ALL DEPARTMENTS \$567.93

ASCAP LICENSE FEE

ASCAP LICENSE FEE Aquatics - Operations BUSINESS SERVICES NOT ELSEWHERE CLASSI \$108.50
ASCAP LICENSE FEE - Total For Aquatics - Operations \$108.50

ASCAP LICENSE FEE Ice Arena - Operations BUSINESS SERVICES NOT ELSEWHERE CLASSI \$108.50
ASCAP LICENSE FEE - Total For Ice Arena - Operations \$108.50

ASCAP LICENSE FEE Rec Center - Admin BUSINESS SERVICES NOT ELSEWHERE CLASSI \$108.50
ASCAP LICENSE FEE - Total For Rec Center - Admin \$108.50

ASCAP LICENSE FEE Sport & Athletics Admin BUSINESS SERVICES NOT ELSEWHERE CLASSI \$108.50
ASCAP LICENSE FEE - Total For Sport & Athletics Admin \$108.50

ASCAP LICENSE FEE - ALL DEPARTMENTS \$434.00

AT & T CORP

AT & T CORP Balefill - Disposal & Landfill Acct #287325725737 \$200.20
AT & T CORP - Total For Balefill - Disposal & Landfill \$200.20

AT & T CORP Community Development Acct #287306924077 \$187.36

AT & T CORP Community Development Acct #287306924077 \$187.36
AT & T CORP - Total For Community Development \$374.72

AT & T CORP Parks - Parks Maint. Acct #287306924077 \$468.40

AT & T CORP Parks - Parks Maint. Acct #287306924077 \$468.40
AT & T CORP - Total For Parks - Parks Maint. \$936.80

AT & T CORP Public Engagement Acct #287317342545 \$40.04

<i>AT & T CORP - Total For Public Engagement</i>			\$40.04
AT & T CORP	Public Safety Communication Acct #051 221-2711 001		\$132.52
<i>AT & T CORP - Total For Public Safety Communications</i>			\$132.52
AT & T CORP	Sewer Wastewater Collection Acct #287306924077		\$93.68
AT & T CORP	Sewer Wastewater Collection Acct #287306924077		\$93.68
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			\$187.36
AT & T CORP	Streets	Acct #287306924077	\$749.44
AT & T CORP	Streets	Acct #287306924077	\$749.44
<i>AT & T CORP - Total For Streets</i>			\$1,498.88
AT & T CORP	Water Distribution	Acct #287306924077	\$234.20
AT & T CORP	Water Distribution	Acct #287306924077	\$234.20
<i>AT & T CORP - Total For Water Distribution</i>			\$468.40
AT & T CORP - ALL DEPARTMENTS			\$3,838.92

ATKINSON, HANNAH

ATKINSON, HANNAH	Water Revenue and Transfer		\$46.23
<i>ATKINSON, HANNAH - Total For Water Revenue and Transfers</i>			\$46.23
ATKINSON, HANNAH - ALL DEPARTMENTS			\$46.23

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Attorney	Office Supplies	\$146.25
ATLAS OFFICE PRODUCT	City Attorney	Office Supplies	\$7.52
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$153.77
ATLAS OFFICE PRODUCT	Customer Service	CASH BOX	\$25.09
ATLAS OFFICE PRODUCT	Customer Service	FIRST AID KIT	\$24.01
ATLAS OFFICE PRODUCT	Customer Service	EPSON SCANNER & CLEANER	\$308.07
ATLAS OFFICE PRODUCT	Customer Service	KEY LOCK BOX	\$49.95
ATLAS OFFICE PRODUCT	Customer Service	OFFICE CHAIR REPAIR	\$50.00
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$457.12
ATLAS OFFICE PRODUCT	Finance	Badge Lanyards & Holders	\$26.90
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$26.90
ATLAS OFFICE PRODUCT	Fire-EMS Operations	Station Flags	\$56.40
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations</i>			\$56.40
ATLAS OFFICE PRODUCT	Human Resources	1 case of paper	\$48.75

<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$48.75</i>
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$18.45
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$69.12
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$20.00
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$107.57</i>
ATLAS OFFICE PRODUCT	Police Investigations	Office Supplies evidence envelopes	\$536.92
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			<i>\$536.92</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,387.43

ATLAS REPRODUCTION

ATLAS REPRODUCTION	City Attorney	Copier Usage	\$116.44
<i>ATLAS REPRODUCTION - Total For City Attorney</i>			<i>\$116.44</i>
ATLAS REPRODUCTION	Fire-EMS Administration	Copier Usage	\$111.88
<i>ATLAS REPRODUCTION - Total For Fire-EMS Administration</i>			<i>\$111.88</i>
ATLAS REPRODUCTION	Regional Water Operations	Copier Usage	\$162.27
<i>ATLAS REPRODUCTION - Total For Regional Water Operations</i>			<i>\$162.27</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$390.59

ATSI

ATSI	Traffic Control	Yearly certification of the MMU tester	\$749.93
<i>ATSI - Total For Traffic Control</i>			<i>\$749.93</i>
ATSI - ALL DEPARTMENTS			\$749.93

AUTOMATION & ELECTRO

AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	LS-1 and LS-2 Repair Leachet pump	\$323.00
<i>AUTOMATION & ELECTRO - Total For Balefill - Disposal & Landfill</i>			<i>\$323.00</i>
AUTOMATION & ELECTRO - ALL DEPARTMENTS			\$323.00

AWWA.ORG

AWWA.ORG	Water Distribution	NEW BACKFLOW RULE BOOK FOR WILLIE	\$169.50
<i>AWWA.ORG - Total For Water Distribution</i>			<i>\$169.50</i>
AWWA.ORG - ALL DEPARTMENTS			\$169.50

B&B RUBBER STAMP

B&B RUBBER STAMP	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$21.75
<i>B&B RUBBER STAMP - Total For Municipal Court</i>			\$21.75
B&B RUBBER STAMP - ALL DEPARTMENTS			\$21.75

BACKFLOW APPARATUS &

BACKFLOW APPARATUS &	Buildings & Structures Fund	Backflow for Stuckenhoff and Aquatics - Bav	\$651.10
<i>BACKFLOW APPARATUS & - Total For Buildings & Structures Fund</i>			\$651.10
BACKFLOW APPARATUS & - ALL DEPARTMENTS			\$651.10

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	PAINT FOR OIL BINS MAINT BLDG	\$51.73
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			\$51.73
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	shovels/fuses for equipment	\$88.97
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			\$88.97
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Ice Arena - Baileys Ace	\$6.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Ice Arena - Baileys Ace	\$10.16
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$17.15
BAILEYS ACE HDWE	Fleet Maintenance Fund	SOFTNER PELLETS 40# (10)	\$74.90
<i>BAILEYS ACE HDWE - Total For Fleet Maintenance Fund</i>			\$74.90
BAILEYS ACE HDWE	Refuse - Residential	WATER BROOM FOR TRUCK BARN	\$44.64
BAILEYS ACE HDWE	Refuse - Residential	GENRAL SUPPLIES FOR PICKUP/PLOW	\$30.97
BAILEYS ACE HDWE	Refuse - Residential	TRUCK BARN	\$31.96
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$107.57
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$340.32

BARGREEN WYOMING

BARGREEN WYOMING	Public Engagement	Holiday Square Event - Aprons - unopened - r	(\$63.32)
<i>BARGREEN WYOMING - Total For Public Engagement</i>			(\$63.32)
BARGREEN WYOMING - ALL DEPARTMENTS			(\$63.32)

BARNES & NOBLE

BARNES & NOBLE	Public Safety Communication	BOOK STORES Books for dispatch training	\$72.94
<i>BARNES & NOBLE - Total For Public Safety Communications</i>			<i>\$72.94</i>
BARNES & NOBLE - ALL DEPARTMENTS			\$72.94

BASELINE ENGINEERING

BASELINE ENGINEERING	Balefill - Disposal & Landfill	Professional Services - PFAS Support GW AN	\$735.44
BASELINE ENGINEERING	Balefill - Disposal & Landfill	Environmental Closed Balefill	\$571.24
<i>BASELINE ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$1,306.68</i>
BASELINE ENGINEERING - ALL DEPARTMENTS			\$1,306.68

BEST BUY

BEST BUY	Ice Arena - Operations	Line Cable for VG202 Gateway	\$8.99
<i>BEST BUY - Total For Ice Arena - Operations</i>			<i>\$8.99</i>
BEST BUY	Police Administration	ELECTRONIC SALES HDMMI cord	\$26.24
<i>BEST BUY - Total For Police Administration</i>			<i>\$26.24</i>
BEST BUY - ALL DEPARTMENTS			\$35.23

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$6,597.01
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$6,597.01</i>
BLACK HILLS ENERGY	Aquatics- Marion Kreiner Op	Acct #9723 1947 06	\$136.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$136.00</i>
BLACK HILLS ENERGY	Aquatics- Mike Sedar Oper.	Acct #9723 1947 06	\$96.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$96.00</i>
BLACK HILLS ENERGY	Aquatics- Paradise Valley Op	Acct #9723 1947 06	\$96.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper</i>			<i>\$96.00</i>
BLACK HILLS ENERGY	Aquatics- Washington Oper	Acct #9723 1947 06	\$96.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Washington Oper</i>			<i>\$96.00</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$40.00
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			<i>\$40.00</i>
BLACK HILLS ENERGY	Casper Business Center	Acct #4620 7426 21	\$2,697.73
<i>BLACK HILLS ENERGY - Total For Casper Business Center</i>			<i>\$2,697.73</i>
BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$431.11

<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$431.11
BLACK HILLS ENERGY	Field Maintenance	Acct #5655 3404 55	\$210.96
<i>BLACK HILLS ENERGY - Total For Field Maintenance</i>			\$210.96
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$2,853.81
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$450.92
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$3,304.73
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$5,172.64
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$5,172.64
BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$603.47
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$603.47
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$73.33
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$398.62
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$471.95
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$1,332.84
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,332.84
BLACK HILLS ENERGY	Metro Animal Fund	Acct #9630 2229 58	\$1,398.57
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund</i>			\$1,398.57
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$271.39
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$271.39
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	\$190.93
<i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i>			\$190.93
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,660.34
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$1,660.34
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61 lift station natural gas	\$43.53
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$43.53
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$1,822.19
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$1,822.19
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$26,673.39

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane for Equipment Bldg heat	\$505.80
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane for Equipment Bldg heat	\$492.17
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane for Equipment Bldg heat	\$245.00
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			\$1,242.97
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$840.09

BLAKEMAN PROPANE - Total For Hogadon - Operations \$840.09

BLAKEMAN PROPANE - ALL DEPARTMENTS \$2,083.06

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO Streets 3 1/4 " Concrete Screws for ADA Mats \$16.72

BLOEDORN LUMBER CO Streets (2) 2x6's for forming concrete at W. 23rd & \$19.24

BLOEDORN LUMBER CO - Total For Streets \$35.96

BLOEDORN LUMBER CO Weed & Pest Fund angle grinder \$181.19

BLOEDORN LUMBER CO Weed & Pest Fund grinder file \$20.69

BLOEDORN LUMBER CO - Total For Weed & Pest Fund \$201.88

BLOEDORN LUMBER CO - ALL DEPARTMENTS \$237.84

BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO City Clerk CREDIT CARD FEES \$18.06

BRIDGEPAY NETWORK SO - Total For City Clerk \$18.06

BRIDGEPAY NETWORK SO Community Development CREDIT CARD FEES \$18.08

BRIDGEPAY NETWORK SO - Total For Community Development \$18.08

BRIDGEPAY NETWORK SO Engineering CREDIT CARD FEES \$18.06

BRIDGEPAY NETWORK SO - Total For Engineering \$18.06

BRIDGEPAY NETWORK SO - ALL DEPARTMENTS \$54.20

BROADCAST MUSIC INC

BROADCAST MUSIC INC Aquatics - Operations ALL OTHER DIRECT MARKETERS \$213.00

BROADCAST MUSIC INC - Total For Aquatics - Operations \$213.00

BROADCAST MUSIC INC Ice Arena - Operations ALL OTHER DIRECT MARKETERS \$213.00

BROADCAST MUSIC INC - Total For Ice Arena - Operations \$213.00

BROADCAST MUSIC INC Rec Center - Admin ALL OTHER DIRECT MARKETERS \$213.00

BROADCAST MUSIC INC - Total For Rec Center - Admin \$213.00

BROADCAST MUSIC INC Sport & Athletics Admin ALL OTHER DIRECT MARKETERS \$213.00

BROADCAST MUSIC INC - Total For Sport & Athletics Admin \$213.00

BROADCAST MUSIC INC - ALL DEPARTMENTS \$852.00

BTS HERITAGELANDSCAP

BTS HERITAGELANDSCAP	Weed & Pest Fund	30 Gallons Zipline Wetting Agent	\$3,885.00
<i>BTS HERITAGELANDSCAP - Total For Weed & Pest Fund</i>			<i>\$3,885.00</i>
BTS HERITAGELANDSCAP - ALL DEPARTMENTS			\$3,885.00

BUSH, BRANDI

BUSH, BRANDI	Refuse Revenue and Transfer		\$63.84
<i>BUSH, BRANDI - Total For Refuse Revenue and Transfers</i>			<i>\$63.84</i>
BUSH, BRANDI - ALL DEPARTMENTS			\$63.84

CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES; I	\$1,107.29
<i>CAMPBELL PET COMPANY - Total For Metro Animal Shelter</i>			<i>\$1,107.29</i>
CAMPBELL PET COMPANY - ALL DEPARTMENTS			\$1,107.29

CAN DO EVERYTHING

CAN DO EVERYTHING	Water Revenue and Transfer		\$25.00
<i>CAN DO EVERYTHING - Total For Water Revenue and Transfers</i>			<i>\$25.00</i>
CAN DO EVERYTHING - ALL DEPARTMENTS			\$25.00

CANVA I04072-322909

CANVA I04072-322909	Fire-EMS Administration	PHOTOGRAPHIC STUDIOS	\$119.99
<i>CANVA I04072-322909 - Total For Fire-EMS Administration</i>			<i>\$119.99</i>
CANVA I04072-322909 - ALL DEPARTMENTS			\$119.99

CASPER COLLEGE

CASPER COLLEGE	Streets	Locator class for Wes Beer	\$394.00
<i>CASPER COLLEGE - Total For Streets</i>			<i>\$394.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$394.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Direct Distrib - Soc Com Svcs	Tax Revenues (City) - March 2024	\$47,916.70
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<i>CASPER NATRONA COUNT - Total For Direct Distrib - Soc Com Svcs</i>			<i>\$47,916.70</i>
CASPER NATRONA COUNT	Property Insurance Fund	Confidential Legal or Medical Matters	\$1,050.00
<i>CASPER NATRONA COUNT - Total For Property Insurance Fund</i>			<i>\$1,050.00</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$48,966.70

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Community Development	Public Hearing Notice	\$66.56
CASPER STAR-TRIBUNE,	Community Development	Notice of Sale of City-Owned Property	\$727.90
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$794.46</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$794.46

CASPER TIN SHOP

CASPER TIN SHOP	Balefill - Baler Processing	Heating System Maintenance Comb & Baler	\$1,035.00
<i>CASPER TIN SHOP - Total For Balefill - Baler Processing</i>			<i>\$1,035.00</i>
CASPER TIN SHOP	Refuse - Residential	Heating System Maintenance Comb & Baler	\$1,035.00
CASPER TIN SHOP	Refuse - Residential	Heating System Repair for Comb Bldg	\$179.50
<i>CASPER TIN SHOP - Total For Refuse - Residential</i>			<i>\$1,214.50</i>
CASPER TIN SHOP - ALL DEPARTMENTS			\$2,249.50

CASPER TIRE

CASPER TIRE	Refuse - Residential	Flat Repair & Valve Stem TRK#2285 RESIDEN	\$55.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$55.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$55.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Startup supplies for Golf Course - Winnelson	\$76.97
CASPER WINNELSON CO	Buildings & Structures Fund	Startup supplies for Golf Course - Winnelson	\$287.78
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies - Winnelson	\$267.57
CASPER WINNELSON CO	Buildings & Structures Fund	Startup supplies for Golf Course - Winnelson	\$40.03
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for CBC - Winnelso	\$27.08
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$699.43</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$699.43

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES;	\$42.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$30.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			<i>\$72.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$72.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$28.06
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$28.06</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #333973107	\$80.24
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$90.25
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$170.49</i>
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$16.98</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$16.98</i>
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$62.03
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$62.03</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For City Council</i>			<i>\$16.98</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.26
<i>CENTURYLINK - Total For City Hall</i>			<i>\$11.26</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$39.50
<i>CENTURYLINK - Total For City Manager</i>			<i>\$39.50</i>
CENTURYLINK	Community Development	Acct #P-307-111-9950 456M	\$135.32
<i>CENTURYLINK - Total For Community Development</i>			<i>\$135.32</i>
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$39.50
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$39.50</i>
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$79.01
<i>CENTURYLINK - Total For Engineering</i>			<i>\$79.01</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$90.27
<i>CENTURYLINK - Total For Finance</i>			<i>\$90.27</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$112.79
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$112.79</i>

CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$73.29
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$129.33
CENTURYLINK	Fleet Maintenance Fund	Acct #307-577-0851 168B	\$57.91
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$260.53</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$16.98</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.99
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$16.99</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$56.31
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$56.31</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$28.24
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$28.24</i>
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$22.53
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$22.53</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$90.27
<i>CENTURYLINK - Total For Information Services</i>			<i>\$90.27</i>
CENTURYLINK	Metro Animal Fund	Acct #P-307-234-8116 403M	\$155.50
<i>CENTURYLINK - Total For Metro Animal Fund</i>			<i>\$155.50</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$16.98</i>
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$30.48
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$62.03
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$92.51</i>
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$62.03
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$62.03</i>
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$349.47
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$349.47</i>
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.26
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11.26</i>
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$334.14
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$45.05
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$379.19</i>
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$22.52
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$22.52</i>
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$17.02
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$17.02</i>

CENTURYLINK	Sewer Wastewater Collection Acct #307-234-6306 407B lift station commu		\$83.10
CENTURYLINK	Sewer Wastewater Collection Acct #P-307-111-9950 456M		\$11.26
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$94.36</i>
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$39.50
<i>CENTURYLINK - Total For Streets</i>			<i>\$39.50</i>
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$22.52
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$22.52</i>
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.98
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$16.98</i>
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$33.61
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$33.61</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$99.16
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$33.78
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$132.94</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #333552036	\$46.29
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$46.29</i>
CENTURYLINK - ALL DEPARTMENTS			\$2,803.70

CEUPLAN

CEUPLAN	WWTP Operations	Training course	\$89.45
<i>CEUPLAN - Total For WWTP Operations</i>			<i>\$89.45</i>
CEUPLAN - ALL DEPARTMENTS			\$89.45

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$5,485.43
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			<i>\$5,485.43</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$5,485.43

CHEM-AQUA INC

CHEM-AQUA INC	Ice Arena - Operations	Chem Aqua Service Agreement -	\$535.00
<i>CHEM-AQUA INC - Total For Ice Arena - Operations</i>			<i>\$535.00</i>
CHEM-AQUA INC - ALL DEPARTMENTS			\$535.00

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Refund Of Payment Made In Error	\$148.98
CITIZEN PAYMENT	General Fund Revenue	Refund	\$108.58
CITIZEN PAYMENT	General Fund Revenue	Refund	\$284.66

CITIZEN PAYMENT - Total For General Fund Revenue \$542.22

CITIZEN PAYMENT - ALL DEPARTMENTS \$542.22

CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Public Garbage - Balefill Ticket #128514	\$20.00
CITY OF CASPER	Hogadon - Operations	Public Garbage - Balefill Ticket #129245	\$20.00

CITY OF CASPER - Total For Hogadon - Operations \$40.00

CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - February 2024	\$10,880.41
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$4,553.17
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - February 2024	\$41,704.44

CITY OF CASPER - Total For Public Transit - Operations \$57,138.02

CITY OF CASPER	Refuse - Residential	Garbage Baler & Recycle Cardboard	\$883.50
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$895.50

CITY OF CASPER - Total For Refuse - Residential \$1,779.00

CITY OF CASPER	Regional Water Operations	SEWER & REFUSE	\$116.00
CITY OF CASPER	Regional Water Operations	SEWER & REFUSE	\$33.69

CITY OF CASPER - Total For Regional Water Operations \$149.69

CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$141.00
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$165.00
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$137.25

CITY OF CASPER - Total For WWTP Operations \$443.25

CITY OF CASPER - ALL DEPARTMENTS \$59,549.96

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Metropolitan Planning Org	Western Gateway Phase 2	\$5,640.83
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CIVIL ENGINEERING PR - Total For Metropolitan Planning Org \$5,640.83

CIVIL ENGINEERING PR	Water Distribution	GemsS028991-Poplar & 1st St In	\$9,426.05
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CIVIL ENGINEERING PR - Total For Water Distribution \$9,426.05

CIVIL ENGINEERING PR - ALL DEPARTMENTS

\$15,066.88

CKE COWBOY CAFE

CKE COWBOY CAFE	Finance	Assistance for City of Sheridan - Lunch - 2 ppl	\$42.00
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<i>CKE COWBOY CAFE - Total For Finance</i>			\$42.00
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CKE COWBOY CAFE - ALL DEPARTMENTS			\$42.00
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CLEAN CLUB 307

CLEAN CLUB 307	Balefill - Baler Processing	Janitorial Service - March 2024	\$540.00
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CLEAN CLUB 307	Balefill - Baler Processing	Janitorial Service - February 2024	\$540.00
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<i>CLEAN CLUB 307 - Total For Balefill - Baler Processing</i>			\$1,080.00
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CLEAN CLUB 307	Balefill - Disposal & Landfill	Janitorial Service - February 2024	\$435.00
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CLEAN CLUB 307	Balefill - Disposal & Landfill	Janitorial Service - March 2024	\$435.00
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<i>CLEAN CLUB 307 - Total For Balefill - Disposal & Landfill</i>			\$870.00
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CLEAN CLUB 307 - ALL DEPARTMENTS			\$1,950.00
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CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Invoiced For Incorrect LABOR TRK#2287	(\$82.50)
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CMI TECO, INC.	Balefill - Disposal & Landfill	Invoiced For Incorrect Labor Charge TRK#22	(\$30.00)
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<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			(\$112.50)
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CMI TECO, INC.	Refuse - Commercial	Equipment Repair TRK#2307 COMMERCIAL F	\$2,920.37
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CMI TECO, INC.	Refuse - Commercial	Commercial Roll Off TRK#2305 COMM 2021	\$157.49
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<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			\$3,077.86
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CMI TECO, INC.	Refuse - Recycling	Invoiced For Incorrect Labor Charge Trk 227	(\$15.00)
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<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			(\$15.00)
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CMI TECO, INC.	Refuse - Residential	Resident Sideload TRK#2313 RESIDENT SL 20	\$1,869.90
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CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2286 RESIDENT SL 20	\$3,858.18
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CMI TECO, INC.	Refuse - Residential	Pin Screws, Sphirical Bearings,TRK#2302 RES	\$197.31
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CMI TECO, INC.	Refuse - Residential	Replacement Finger MountsTRK#2302 RESID	\$2,290.07
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CMI TECO, INC.	Refuse - Residential	Commercial Front Load TRK#2288 2018	\$215.32
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CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2302 RESIDENT SL 20	\$594.00
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CMI TECO, INC.	Refuse - Residential	Credit For Labor ChargesTRK#2285 RESIDEN	(\$142.50)
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CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2271 RESIDENT RL 20	\$1,188.00
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<i>CMI TECO, INC. - Total For Refuse - Residential</i>			\$10,070.28
CMI TECO, INC. - ALL DEPARTMENTS			\$13,020.64

COLLECTION CENTER IN

COLLECTION CENTER IN	Community Development	Collection Service	\$341.98
<i>COLLECTION CENTER IN - Total For Community Development</i>			<i>\$341.98</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$341.98

COLORADO SECTION OF

COLORADO SECTION OF	Golf - Operations	Colorado PGA Spring Meeting and Education	\$35.00
COLORADO SECTION OF	Golf - Operations	Golf Event Registration	\$25.00
<i>COLORADO SECTION OF - Total For Golf - Operations</i>			<i>\$60.00</i>
COLORADO SECTION OF - ALL DEPARTMENTS			\$60.00

COMMISSION ON ACCRED

COMMISSION ON ACCRED	Public Safety Communication	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$800.00
<i>COMMISSION ON ACCRED - Total For Public Safety Communications</i>			<i>\$800.00</i>
COMMISSION ON ACCRED - ALL DEPARTMENTS			\$800.00

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	TNC to N Male 2' jumper	\$544.00
COMMUNICATION TECHNO	Capital Projects Fund	Flex Cable, N Males & Labor To Build Cable T	\$109.00
COMMUNICATION TECHNO	Capital Projects Fund	Flex Cable & Crimp	\$94.30
COMMUNICATION TECHNO	Capital Projects Fund	Antenna Mount / Flex Cable / Crimp	\$293.70
COMMUNICATION TECHNO	Capital Projects Fund	Flex Cable & N Male Crimp	\$44.10
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$1,085.10</i>
COMMUNICATION TECHNO	Police Administration	Installation of Computer Doc, Rewired & Tes	\$110.00
COMMUNICATION TECHNO	Police Administration	Replaced Body Cam Dock & Tested	\$110.00
COMMUNICATION TECHNO	Police Administration	Moved MDT mount	\$110.00
COMMUNICATION TECHNO	Police Administration	Replaced DVR	\$110.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$440.00</i>
COMMUNICATION TECHNO	Public Safety Communication	WyoLink Upgrade	\$15,990.00
<i>COMMUNICATION TECHNO - Total For Public Safety Communications</i>			<i>\$15,990.00</i>

COMMUNICATION TECHNO	Refuse - Recycling	Radio repair for hand held at the MRF	\$672.00
<i>COMMUNICATION TECHNO - Total For Refuse - Recycling</i>			<i>\$672.00</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$18,187.10

Core & Main

Core & Main	Water Meters	5' ITRON, CODER 1',CODER 1- 1/2, CODER 2'	\$7,842.00
<i>Core & Main - Total For Water Meters</i>			<i>\$7,842.00</i>
Core & Main - ALL DEPARTMENTS			\$7,842.00

COUNTYFIREACTICS.CO

COUNTYFIREACTICS.CO	Fire-EMS Training	Class registration	\$1,870.00
<i>COUNTYFIREACTICS.CO - Total For Fire-EMS Training</i>			<i>\$1,870.00</i>
COUNTYFIREACTICS.CO - ALL DEPARTMENTS			\$1,870.00

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Hogadon - Operations	floor scrubber pump	\$211.00
<i>COWBOY SUPPLY HOUSE - Total For Hogadon - Operations</i>			<i>\$211.00</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$211.00

CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Capital Projects Fund	Ground rod & clamp	\$109.04
<i>CPS DISTRIBUTORS, IN - Total For Capital Projects Fund</i>			<i>\$109.04</i>
CPS DISTRIBUTORS, IN - ALL DEPARTMENTS			\$109.04

CRASH DATA GROUP INC

CRASH DATA GROUP INC	Police Administration	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$1,500.00
<i>CRASH DATA GROUP INC - Total For Police Administration</i>			<i>\$1,500.00</i>
CRASH DATA GROUP INC - ALL DEPARTMENTS			\$1,500.00

CREATOPY

CREATOPY	Public Engagement	Creatopy - animation software	\$32.00
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CREATOPY	Public Engagement	Animation Software educational materials	\$32.00
<i>CREATOPY - Total For Public Engagement</i>			<i>\$64.00</i>
CREATOPY - ALL DEPARTMENTS			\$64.00

CREED COMPANIES LLC

CREED COMPANIES LLC	Water Tanks	Inspection	\$542.50
<i>CREED COMPANIES LLC - Total For Water Tanks</i>			<i>\$542.50</i>
CREED COMPANIES LLC - ALL DEPARTMENTS			\$542.50

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	Basic Program & Web Tips - April 2024	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$122.00</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$122.00

CSC SERVICEWORK

CSC SERVICEWORK	Police Career Services	FAST FOOD RESTAURANTS; use of air pump f	\$1.75
<i>CSC SERVICEWORK - Total For Police Career Services</i>			<i>\$1.75</i>
CSC SERVICEWORK - ALL DEPARTMENTS			\$1.75

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	PIPE SOAP	\$160.56
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$160.56</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$160.56

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Buildings & Structures Fund	Flanges 2" Pump Qty 2	\$226.82
<i>DAVIDSON MECHANICAL, - Total For Buildings & Structures Fund</i>			<i>\$226.82</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$226.82

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police Grants Fund	DAYS INNS CR 24-016760	\$60.00
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DAYS INNS/DAYSTOP - Total For Police Grants Fund	\$60.00
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DAYS INNS/DAYSTOP - ALL DEPARTMENTS	\$60.00
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DECKER, KAY S

DECKER, KAY S	Water Revenue and Transfer	\$75.12
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<i>DECKER, KAY S - Total For Water Revenue and Transfers</i>	<i>\$75.12</i>
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DECKER, KAY S - ALL DEPARTMENTS	\$75.12
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DELL MARKETING LP

DELL MARKETING LP	Aquatics - Operations	Acrobat Pro	\$182.86
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<i>DELL MARKETING LP - Total For Aquatics - Operations</i>	<i>\$182.86</i>
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DELL MARKETING LP	Rec Center - Admin	Adobe Acrobat Pro for Nick Whipps	\$91.43
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<i>DELL MARKETING LP - Total For Rec Center - Admin</i>	<i>\$91.43</i>
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DELL MARKETING LP - ALL DEPARTMENTS	\$274.29
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DELTA 0067026841

DELTA 0067026841	Public Safety Communication	DELTA flight information included in Expedia	\$438.60
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<i>DELTA 0067026841 - Total For Public Safety Communications</i>	<i>\$438.60</i>
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DELTA 0067026841 - ALL DEPARTMENTS	\$438.60
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DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for Fire Station 6 - Den	\$25.52
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<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>	<i>\$25.52</i>
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DENNIS SUPPLY CO. - ALL DEPARTMENTS	\$25.52
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DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Painting supplies for Casper Soccer - Diamon	\$167.43
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<i>DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund</i>	<i>\$167.43</i>
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DIAMOND VOGEL PAINTS - ALL DEPARTMENTS	\$167.43
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DOGIDS

DOGIDS	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES; Adopt	\$195.00
<i>DOGIDS - Total For Metro Animal Shelter</i>			<i>\$195.00</i>
DOGIDS - ALL DEPARTMENTS			\$195.00

DOLLAR TREE

DOLLAR TREE	Aquatics - Operations	Easter Swim Supplies	\$87.50
<i>DOLLAR TREE - Total For Aquatics - Operations</i>			<i>\$87.50</i>
DOLLAR TREE - ALL DEPARTMENTS			\$87.50

DOMINO'S 6042

DOMINO'S 6042	Community Development	FAST FOOD RESTAURANTS	\$156.60
<i>DOMINO'S 6042 - Total For Community Development</i>			<i>\$156.60</i>
DOMINO'S 6042 - ALL DEPARTMENTS			\$156.60

DOOLEY OIL, INC.

DOOLEY OIL, INC.	Hogadon - Operations	Dyed Diesel Fuel	\$4,983.72
<i>DOOLEY OIL, INC. - Total For Hogadon - Operations</i>			<i>\$4,983.72</i>
DOOLEY OIL, INC. - ALL DEPARTMENTS			\$4,983.72

DP SERVICE FEE UTILI

DP SERVICE FEE UTILI	Regional Water Operations	CREDIT CARD FEE	\$4.42
<i>DP SERVICE FEE UTILI - Total For Regional Water Operations</i>			<i>\$4.42</i>
DP SERVICE FEE UTILI - ALL DEPARTMENTS			\$4.42

DRI GALLUP

DRI GALLUP	Rec Center - Admin	Clifton Strengths	\$59.99
DRI GALLUP	Rec Center - Admin	Clifton Strengths Training	\$59.99
DRI GALLUP	Rec Center - Admin	Clifton Strength Assessment	\$59.99
<i>DRI GALLUP - Total For Rec Center - Admin</i>			<i>\$179.97</i>
DRI GALLUP	Rec Center - Operations	CRC Training Program	\$62.99
<i>DRI GALLUP - Total For Rec Center - Operations</i>			<i>\$62.99</i>

DRI GALLUP - ALL DEPARTMENTS

\$242.96

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Regional Water Operations	Heating Repairs	\$567.00
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<i>DYNAMIC CONTROLS INC - Total For Regional Water Operations</i>			<i>\$567.00</i>
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DYNAMIC CONTROLS INC - ALL DEPARTMENTS

\$567.00

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	\$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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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>\$600.00</i>
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E & F TOWING TRANSP - ALL DEPARTMENTS

\$600.00

eBay O 03-11343-7193

eBay O 03-11343-7193	Fleet Maintenance Fund	2 TIRES	\$204.60
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<i>eBay O 03-11343-7193 - Total For Fleet Maintenance Fund</i>			<i>\$204.60</i>
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eBay O 03-11343-7193 - ALL DEPARTMENTS

\$204.60

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Baler Processing	Work Boot Reimbursement	\$194.39
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Baler Processing</i>			<i>\$194.39</i>
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EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work Clothing Reimbursement	\$125.98
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$125.98</i>
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EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work Tool Allotment Reimbursement	\$800.00
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<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$800.00</i>
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EMPLOYEE REIMBURSEME	Parks - Parks Maint.	Work Boot Reimbursement	\$225.00
<i>EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.</i>			\$225.00
EMPLOYEE REIMBURSEME	Police Career Services	Clothing reimbursement	\$247.89
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			\$247.89
EMPLOYEE REIMBURSEME	Water Distribution	Uniform Expense	\$225.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			\$225.00
EMPLOYEE REIMBURSEME	Water Meters	Work Boot Reimbursement	\$75.00
<i>EMPLOYEE REIMBURSEME - Total For Water Meters</i>			\$75.00
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,893.26

ENDEAVOR BUSINESS M

ENDEAVOR BUSINESS M	Public Transit - Operations	TRANSIT MANAGER JOB POSTING - MASS TR	\$151.50
<i>ENDEAVOR BUSINESS M - Total For Public Transit - Operations</i>			\$151.50
ENDEAVOR BUSINESS M - ALL DEPARTMENTS			\$151.50

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water testing	\$53.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			\$53.00
ENERGY LABORATORIES - ALL DEPARTMENTS			\$53.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	\$339.00
ENERGY LABRATORIES I	Regional Water Operations	Testing	\$53.00
ENERGY LABRATORIES I	Regional Water Operations	Testing	\$75.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			\$467.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA Testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Metals by ICP/ICPMS, Total & Metals Prep b	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA Testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA Testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$528.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$561.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA Testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$561.00

ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA Testing	\$53.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,968.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$2,435.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	WWTP Regional Interceptors	Lift Station Generator Replace	\$577.50
<i>ENGINEERING DESIGN A - Total For WWTP Regional Interceptors</i>			<i>\$577.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$577.50

ENVATO

ENVATO	Public Engagement	Envato - Stock images, video and music	\$58.00
ENVATO	Public Engagement	Stock images, video and music all projects	\$60.90
ENVATO	Public Engagement	Stock images	(\$2.90)
<i>ENVATO - Total For Public Engagement</i>			<i>\$116.00</i>
ENVATO - ALL DEPARTMENTS			\$116.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	TESTING	\$175.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$175.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$175.00

EXPEDIA 727699807458

EXPEDIA 727699807458	Public Safety Communication	TRAVEL AGENCIES Lori Jackson travel to conf	\$1,166.22
<i>EXPEDIA 727699807458 - Total For Public Safety Communications</i>			<i>\$1,166.22</i>
EXPEDIA 727699807458 - ALL DEPARTMENTS			\$1,166.22

EXPEDIA 727705936616

EXPEDIA 727705936616	Public Safety Communication	TRAVEL AGENCIES Jackson travel	\$11.81
<i>EXPEDIA 727705936616 - Total For Public Safety Communications</i>			<i>\$11.81</i>
EXPEDIA 727705936616 - ALL DEPARTMENTS			\$11.81

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Fleet Maintenance Fund	Temp Service	\$958.74
EXPRESS SERVICES INC	Fleet Maintenance Fund	Temp Service - MECHANIC 1	\$1,090.98
<i>EXPRESS SERVICES INC - Total For Fleet Maintenance Fund</i>			<i>\$2,049.72</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$2,049.72

EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Fire-EMS Operations	AUTOMATED FUEL DISPENSERS	\$51.50
<i>EXXON GOOD TO GO STO - Total For Fire-EMS Operations</i>			<i>\$51.50</i>
EXXON GOOD TO GO STO - ALL DEPARTMENTS			\$51.50

FAMILY COOKBOOK PROJ

FAMILY COOKBOOK PROJ	Public Safety Communication	BOOK STORES PSCC Telecommunicator week	\$732.25
<i>FAMILY COOKBOOK PROJ - Total For Public Safety Communications</i>			<i>\$732.25</i>
FAMILY COOKBOOK PROJ - ALL DEPARTMENTS			\$732.25

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Basketball	Brackets and flyers for YBBT	\$193.35
<i>FEDEX OFFIC942000094 - Total For Basketball</i>			<i>\$193.35</i>
FEDEX OFFIC942000094	Ft. Caspar Museum	Exhibit Panels	\$963.00
<i>FEDEX OFFIC942000094 - Total For Ft. Caspar Museum</i>			<i>\$963.00</i>
FEDEX OFFIC942000094	Ice Arena - Operations	Ice Arena Poster Boards	\$192.00
<i>FEDEX OFFIC942000094 - Total For Ice Arena - Operations</i>			<i>\$192.00</i>
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$1,348.35

FEDEX75537932

FEDEX75537932	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$30.93
<i>FEDEX75537932 - Total For Police Administration</i>			<i>\$30.93</i>
FEDEX75537932 - ALL DEPARTMENTS			\$30.93

FEDEX75541180

FEDEX75541180	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$60.83
<i>FEDEX75541180 - Total For Police Administration</i>			<i>\$60.83</i>
FEDEX75541180 - ALL DEPARTMENTS			\$60.83

FEDEX75541703

FEDEX75541703	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$30.32
<i>FEDEX75541703 - Total For Police Administration</i>			<i>\$30.32</i>
FEDEX75541703 - ALL DEPARTMENTS			\$30.32

FEDEX75757894

FEDEX75757894	Risk Management	COURIER SERVICES-AIR OR GROUND,FREIGH	\$103.71
<i>FEDEX75757894 - Total For Risk Management</i>			<i>\$103.71</i>
FEDEX75757894 - ALL DEPARTMENTS			\$103.71

FELD FIRE

FELD FIRE	Direct Distribution - Fire	Floating Pump	\$4,195.55
<i>FELD FIRE - Total For Direct Distribution - Fire</i>			<i>\$4,195.55</i>
FELD FIRE - ALL DEPARTMENTS			\$4,195.55

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	42" PIPE PROJECT AMONNOA OMJECTION Q	\$952.59
FERGUSON ENTERPRISES	Regional Water Operations	HYPO TANK FEED LINES & HYPO GASKETS	\$55.93
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$1,008.52</i>
FERGUSON ENTERPRISES	WWTP Operations	Megaflange	\$140.00
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			<i>\$140.00</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$1,148.52

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Cemetery	Deposit Tickets	\$29.06
<i>FIRST INTERSTATE BAN - Total For Cemetery</i>			<i>\$29.06</i>
FIRST INTERSTATE BAN	Community Development	Deposit Tickets	\$58.12
<i>FIRST INTERSTATE BAN - Total For Community Development</i>			<i>\$58.12</i>

FIRST INTERSTATE BAN	Customer Service	Deposit Tickets	\$101.71
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			<i>\$101.71</i>
FIRST INTERSTATE BAN	Ft. Caspar Museum	Deposit Tickets	\$14.56
<i>FIRST INTERSTATE BAN - Total For Ft. Caspar Museum</i>			<i>\$14.56</i>
FIRST INTERSTATE BAN	Human Resources	Gift Cards	\$108.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$108.00</i>
FIRST INTERSTATE BAN	Ice Arena - Operations	Deposit Tickets	\$43.59
<i>FIRST INTERSTATE BAN - Total For Ice Arena - Operations</i>			<i>\$43.59</i>
FIRST INTERSTATE BAN	Metro Animal Shelter	Deposit Tickets	\$29.06
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			<i>\$29.06</i>
FIRST INTERSTATE BAN	Municipal Court	Deposit Tickets	\$29.06
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			<i>\$29.06</i>
FIRST INTERSTATE BAN	Police Administration	Deposit Tickets	\$58.12
FIRST INTERSTATE BAN	Police Administration	Tamper Resistant Deposit Bags	\$52.15
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			<i>\$110.27</i>
FIRST INTERSTATE BAN	Refuse - Residential	Deposit Tickets	\$58.12
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			<i>\$58.12</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$581.55

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$126.33
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$238.50
<i>FISHER SCIENTIFIC - Total For WWTP Operations</i>			<i>\$364.83</i>
FISHER SCIENTIFIC - ALL DEPARTMENTS			\$364.83

FREMONT MOTOR SHERID

FREMONT MOTOR SHERID	Metro Animal Control	3 Metro Truck Purchase	\$43,860.00
FREMONT MOTOR SHERID	Metro Animal Control	3 Metro Truck Purchase	\$40,685.00
FREMONT MOTOR SHERID	Metro Animal Control	3 Metro Truck Purchase	\$45,560.00
<i>FREMONT MOTOR SHERID - Total For Metro Animal Control</i>			<i>\$130,105.00</i>
FREMONT MOTOR SHERID - ALL DEPARTMENTS			\$130,105.00

GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	Weed & Pest Fund	Gorilla Hair Mulch	\$59.94
<i>GALLES GREENHOUSE AN - Total For Weed & Pest Fund</i>			<i>\$59.94</i>
GALLES GREENHOUSE AN - ALL DEPARTMENTS			\$59.94

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform Supplies	\$117.90
GALLS, INC.	Police Career Services	Uniform Supplies	\$112.50
GALLS, INC.	Police Career Services	Uniform Supplies	\$61.20
GALLS, INC.	Police Career Services	Uniform Supplies	\$38.70
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$330.30</i>
GALLS, INC. - ALL DEPARTMENTS			\$330.30

GAYLORD OPRY RESORT

GAYLORD OPRY RESORT	Risk Management	GAYLORD OPRYLAND	\$333.07
<i>GAYLORD OPRY RESORT - Total For Risk Management</i>			<i>\$333.07</i>
GAYLORD OPRY RESORT - ALL DEPARTMENTS			\$333.07

GDP American Tactical

GDP American Tactical	Police Career Services	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$3,000.00
<i>GDP American Tactical - Total For Police Career Services</i>			<i>\$3,000.00</i>
GDP American Tactical - ALL DEPARTMENTS			\$3,000.00

GEMPLERS

GEMPLERS	Field Maintenance	Muck boots for irrigation	\$306.13
<i>GEMPLERS - Total For Field Maintenance</i>			<i>\$306.13</i>
GEMPLERS - ALL DEPARTMENTS			\$306.13

GFOA

GFOA	Finance	Navigating Power, Politics & Budgeting Class	\$35.00
<i>GFOA - Total For Finance</i>			<i>\$35.00</i>
GFOA - ALL DEPARTMENTS			\$35.00

GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	USGA Sand & Delivery	\$2,241.20
<i>GOLF & SPORT SOLUTIO - Total For Golf - Operations</i>			\$2,241.20
GOLF & SPORT SOLUTIO - ALL DEPARTMENTS			\$2,241.20

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Return of repair supplies for Fire Station 5 -	(\$36.57)
GRAINGER, INC.	Buildings & Structures Fund	Return of plumbing supplies for Fire Station	(\$11.88)
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>(\$48.45)</i>
GRAINGER, INC.	Golf - Operations	Fuses	\$264.00
<i>GRAINGER, INC. - Total For Golf - Operations</i>			<i>\$264.00</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$215.55

GRANITE PEAK PUMP

GRANITE PEAK PUMP	Field Maintenance	New fitting for air relief valve on soccer pum	\$48.81
<i>GRANITE PEAK PUMP - Total For Field Maintenance</i>			<i>\$48.81</i>
GRANITE PEAK PUMP - ALL DEPARTMENTS			\$48.81

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	One Ton Pickup w/ Utility Body	\$59,904.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$59,904.00</i>
GREINER MOTOR CO - C	Fleet Maintenance Fund	101326 Vehicle Repair	\$663.31
GREINER MOTOR CO - C	Fleet Maintenance Fund	81057 Vehicle Repair	\$2,259.23
GREINER MOTOR CO - C	Fleet Maintenance Fund	CLAIM NO 2023100/101221 Vehicle Auto Bo	\$8,434.19
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$11,356.73</i>
GREINER MOTOR CO - C	Refuse - Residential	1 ton 4x4 pickup w/8' bed and tommy lift gat	\$65,161.00
<i>GREINER MOTOR CO - C - Total For Refuse - Residential</i>			<i>\$65,161.00</i>
GREINER MOTOR CO - C	Weed & Pest Fund	Vehicles and wheeled equipment	\$52,022.00
<i>GREINER MOTOR CO - C - Total For Weed & Pest Fund</i>			<i>\$52,022.00</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$188,443.73

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Fire-EMS Administration	Service on satellite phone	\$1,596.65
<i>GUS GLOBALSTAR USA - Total For Fire-EMS Administration</i>			<i>\$1,596.65</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$1,596.65

HACH CO., CORP.

HACH CO., CORP.	Water Tanks	CHLORINE METER	\$680.00
<i>HACH CO., CORP. - Total For Water Tanks</i>			<i>\$680.00</i>
HACH CO., CORP.	WWTP Operations	Sensor Cap Replacement Kit	\$730.00
<i>HACH CO., CORP. - Total For WWTP Operations</i>			<i>\$730.00</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,410.00

HANSEN APPRAISALS

HANSEN APPRAISALS	Revolving Land Fund	Appraisal Services - 1380 Bryan Stock Trail	\$650.00
<i>HANSEN APPRAISALS - Total For Revolving Land Fund</i>			<i>\$650.00</i>
HANSEN APPRAISALS - ALL DEPARTMENTS			\$650.00

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Metro Animal Shelter	HARDWARE STORES; 55 gln drum pump	\$28.96
<i>HARBOR FREIGHT TOOLS - Total For Metro Animal Shelter</i>			<i>\$28.96</i>
HARBOR FREIGHT TOOLS	Refuse - Residential	CART WHEELS FOR TRUCK BARN	\$19.98
<i>HARBOR FREIGHT TOOLS - Total For Refuse - Residential</i>			<i>\$19.98</i>
HARBOR FREIGHT TOOLS	Water Distribution	SPOT LIGHT- 660270	\$49.99
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$49.99</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$98.93

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Field Maintenance	Electrical tape	\$34.36
<i>HARDWARE PARTNERS LL - Total For Field Maintenance</i>			<i>\$34.36</i>
HARDWARE PARTNERS LL	Ft. Caspar Museum	Rope for exhibit	\$16.99
<i>HARDWARE PARTNERS LL - Total For Ft. Caspar Museum</i>			<i>\$16.99</i>
HARDWARE PARTNERS LL	Regional Water Operations	METAL CUTOFF WHEEL, CUTTER DREMEL	\$40.57
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$40.57</i>
HARDWARE PARTNERS LL	Weed & Pest Fund	supplies	\$62.09

HARDWARE PARTNERS LL	Weed & Pest Fund	parts	\$13.95
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			\$76.04
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$167.96

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water Administration	Water Rights Activities & Stud	\$4,105.00
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			\$4,105.00
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$4,105.00

HILTON HOTELS

HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$612.29
HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$214.00
HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$214.00
HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$361.85
HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$214.00
HILTON HOTELS	Fire-EMS Training	Hotel stay for captain's test assessor	\$214.00
<i>HILTON HOTELS - Total For Fire-EMS Training</i>			\$1,830.14
HILTON HOTELS - ALL DEPARTMENTS			\$1,830.14

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Ft. Caspar Museum	Matt Board for exhibit	\$59.95
<i>HOBBY-LOBBY #0233 - Total For Ft. Caspar Museum</i>			\$59.95
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$59.95

HOMAX OIL SALES INC

HOMAX OIL SALES INC	Water Distribution	GREASE FOR EQUIPMENT	\$40.05
<i>HOMAX OIL SALES INC - Total For Water Distribution</i>			\$40.05
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$40.05

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	9001 GAL Unleaded Fuel	\$22,777.66
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			\$22,777.66

HOMAX OIL SALES, INC	Refuse - Residential	Grease Keg Pump Kit for Truck Barn	\$1,538.87
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			<i>\$1,538.87</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$24,316.53

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Traffic Control	Fill hose from tote to walk behind stripers	\$146.37
<i>HOSE AND RUBBER SUPP - Total For Traffic Control</i>			<i>\$146.37</i>
HOSE AND RUBBER SUPP	Water Distribution	POWER WASHER HOSE REPAIR	\$24.22
<i>HOSE AND RUBBER SUPP - Total For Water Distribution</i>			<i>\$24.22</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$170.59

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Water Distribution	NEW BACKHOE WELD ON HOOK 660288	\$183.89
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			<i>\$183.89</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$183.89

HUNTER, LEIGH

HUNTER, LEIGH	Water Revenue and Transfer		\$96.47
<i>HUNTER, LEIGH - Total For Water Revenue and Transfers</i>			<i>\$96.47</i>
HUNTER, LEIGH - ALL DEPARTMENTS			\$96.47

I2G Soffe s Mech

I2G Soffe s Mech	Buildings & Structures Fund	HVAC Repair Assistance for CBC - Soffe's Me	\$280.00
<i>I2G Soffe s Mech - Total For Buildings & Structures Fund</i>			<i>\$280.00</i>
I2G Soffe s Mech - ALL DEPARTMENTS			\$280.00

IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I	Regional Water Operations	Lab Supplies	\$3,472.07
<i>IDEXX DISTRIBUTION I - Total For Regional Water Operations</i>			<i>\$3,472.07</i>
IDEXX DISTRIBUTION I - ALL DEPARTMENTS			\$3,472.07

IDI

IDI	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$313.00
<i>IDI - Total For Police Investigations</i>			<i>\$313.00</i>
IDI - ALL DEPARTMENTS			\$313.00

INDUSTRIAL PRODUCTS

INDUSTRIAL PRODUCTS	Police Administration	Ammunition purchase \$25,364.30	\$510.21
INDUSTRIAL PRODUCTS	Police Administration	Uniform Supplies - full metal jackets	\$11,944.73
INDUSTRIAL PRODUCTS	Police Administration	308 WIN 168GR SIERRA MK BTHP	\$1,547.63
<i>INDUSTRIAL PRODUCTS - Total For Police Administration</i>			<i>\$14,002.57</i>
INDUSTRIAL PRODUCTS - ALL DEPARTMENTS			\$14,002.57

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$182.63
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$58.66
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$241.29</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$241.29

INSTALLATION & SERVI

INSTALLATION & SERVI	Water Revenue and Transfer		\$99.37
INSTALLATION & SERVI	Water Revenue and Transfer		\$126.89
<i>INSTALLATION & SERVI - Total For Water Revenue and Transfers</i>			<i>\$226.26</i>
INSTALLATION & SERVI - ALL DEPARTMENTS			\$226.26

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	New building or building modif	\$2,183.00
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			<i>\$2,183.00</i>
INSTALLATION & SVC.	Engineering	Retainage to outside bank contract 2330008	\$735.00
<i>INSTALLATION & SVC. - Total For Engineering</i>			<i>\$735.00</i>
INSTALLATION & SVC.	Water Distribution	2023 CPU Asphalt Repair	\$13,965.00
<i>INSTALLATION & SVC. - Total For Water Distribution</i>			<i>\$13,965.00</i>

INSTALLATION & SVC. - ALL DEPARTMENTS

\$16,883.00

INTERNATIONAL MUNICI

INTERNATIONAL MUNICI	City Attorney	IMLA Membership Renewal - 3/1/24 to 2/28	\$729.00
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<i>INTERNATIONAL MUNICI - Total For City Attorney</i>			\$729.00
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INTERNATIONAL MUNICI - ALL DEPARTMENTS

\$729.00

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Buildings & Structures Fund	Elevator Repair supplies for Ash St Bldg - Inte	\$93.60
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INTERSTATE ALL BATTE	Buildings & Structures Fund	Repair supplies for CBC - Interstate Battery	\$23.40
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<i>INTERSTATE ALL BATTE - Total For Buildings & Structures Fund</i>			\$117.00
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INTERSTATE ALL BATTE - ALL DEPARTMENTS

\$117.00

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Community Development	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$240.00
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INT'L CODE COUNCIL I	Community Development	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$240.00
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<i>INT'L CODE COUNCIL I - Total For Community Development</i>			\$480.00
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INT'L CODE COUNCIL I - ALL DEPARTMENTS

\$480.00

INTUIT, INC.

INTUIT, INC.	Aquatics - Operations	Soda Ash, Bi Carb, Thiosulfate, DE	\$663.57
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<i>INTUIT, INC. - Total For Aquatics - Operations</i>			\$663.57
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INTUIT, INC.	Aquatics- Marion Kreiner Op	Soda Ash, Bi Carb, Thiosulfate, DE	\$663.56
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<i>INTUIT, INC. - Total For Aquatics- Marion Kreiner Oper.</i>			\$663.56
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INTUIT, INC.	Aquatics- Mike Sedar Oper.	Soda Ash, Bi Carb, Thiosulfate, DE	\$663.57
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<i>INTUIT, INC. - Total For Aquatics- Mike Sedar Oper.</i>			\$663.57
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INTUIT, INC.	Aquatics- Paradise Valley Op	Soda Ash, Bi Carb, Thiosulfate, DE	\$663.57
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<i>INTUIT, INC. - Total For Aquatics- Paradise Valley Oper</i>			\$663.57
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INTUIT, INC.	Aquatics- Washington Oper	Soda Ash, Bi Carb, Thiosulfate, DE	\$663.56
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<i>INTUIT, INC. - Total For Aquatics- Washington Oper</i>			\$663.56
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INTUIT, INC.	Buildings & Structures Fund	Electrical Repair Work for City Center - Sum	\$2,792.85
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<i>INTUIT, INC. - Total For Buildings & Structures Fund</i>			\$2,792.85
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INTUIT, INC.	Cemetery	hoffman memorials monument setting	\$119.25
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<i>INTUIT, INC. - Total For Cemetery</i>			<i>\$119.25</i>
INTUIT, INC.	Fleet Maintenance Fund	60665 BUCKET TRK DOOR REPAIRS/ FIBERGL	\$840.00
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$840.00</i>
INTUIT, INC.	Golf - Operations	15 Gallons Microburst 0-0-1	\$870.00
INTUIT, INC.	Golf - Operations	60 Gallons Garys Green Ultra 13-2-3 FE	\$2,925.00
INTUIT, INC.	Golf - Operations	45 Gallons P-K Plus 3-7-18	\$2,940.75
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$6,735.75</i>
INTUIT, INC.	Weed & Pest Fund	12 Gallons Kiwi Turf Pigment	\$2,520.00
<i>INTUIT, INC. - Total For Weed & Pest Fund</i>			<i>\$2,520.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$16,325.68

JONAS SOFTWARE USA

JONAS SOFTWARE USA	Golf - Operations	Maintenance Fee	\$349.00
<i>JONAS SOFTWARE USA - Total For Golf - Operations</i>			<i>\$349.00</i>
JONAS SOFTWARE USA - ALL DEPARTMENTS			\$349.00

J'S PUB & GRILL

J'S PUB & GRILL	Regional Water Operations	EATING PLACES, RESTAURANTS	\$38.06
<i>J'S PUB & GRILL - Total For Regional Water Operations</i>			<i>\$38.06</i>
J'S PUB & GRILL - ALL DEPARTMENTS			\$38.06

KASH CORPORATION

KASH CORPORATION	Fire-EMS Operations	Repair of oven at Fire Station 2	\$100.00
<i>KASH CORPORATION - Total For Fire-EMS Operations</i>			<i>\$100.00</i>
KASH CORPORATION - ALL DEPARTMENTS			\$100.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	City Mix 2/Load Fee/Winter Fee/Fuel Surcha	\$488.00
KNIFE RIVER/JTL	Streets	Crushed Base	\$245.35
KNIFE RIVER/JTL	Streets	Crushed Base	\$287.53
KNIFE RIVER/JTL	Streets	23rd&OD Repairs	\$747.00
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$1,767.88</i>
KNIFE RIVER/JTL	Water Distribution	Landscaper Rock - 1" - 2"	\$1,476.59

<i>KNIFE RIVER/JTL - Total For Water Distribution</i>	\$1,476.59
KNIFE RIVER/JTL - ALL DEPARTMENTS	\$3,244.47

KRAKER, LEONARD

KRAKER, LEONARD	Refuse Revenue and Transfer	\$73.29
<i>KRAKER, LEONARD - Total For Refuse Revenue and Transfers</i>		<i>\$73.29</i>
KRAKER, LEONARD - ALL DEPARTMENTS		\$73.29

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	PPE Turnout cleaner	\$330.53
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$330.53</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$330.53

LISA M HUBBARD

LISA M HUBBARD	Police Administration	Consultant Services For CBC Renovations	\$375.00
<i>LISA M HUBBARD - Total For Police Administration</i>			<i>\$375.00</i>
LISA M HUBBARD - ALL DEPARTMENTS			\$375.00

LONE STAR FLAGS

LONE STAR FLAGS	Golf - Operations	Dura-Flex Sign	\$1,063.45
<i>LONE STAR FLAGS - Total For Golf - Operations</i>			<i>\$1,063.45</i>
LONE STAR FLAGS - ALL DEPARTMENTS			\$1,063.45

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Nsr Duradrive - City Center	\$413.43
<i>LONG BUILDING TECHNO - Total For Buildings & Structures Fund</i>			<i>\$413.43</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$413.43

LONG REIMER WINEGAR

LONG REIMER WINEGAR	Property Insurance Fund	Professional Services - Hearing Examiner	\$1,017.50
<i>LONG REIMER WINEGAR - Total For Property Insurance Fund</i>			<i>\$1,017.50</i>

LONG REIMER WINEGAR - ALL DEPARTMENTS

\$1,017.50

LOVE'S #0750 INSIDE

LOVE'S #0750 INSIDE	Police Career Services	SERVICE STATIONS; polygraph school	\$9.66
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<i>LOVE'S #0750 INSIDE - Total For Police Career Services</i>			\$9.66
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LOVE'S #0750 INSIDE - ALL DEPARTMENTS

\$9.66

LOVE'S #0750 OUTSIDE

LOVE'S #0750 OUTSIDE	Police Career Services	AUTOMATED FUEL DISPENSERS; fuel polygra	\$49.24
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<i>LOVE'S #0750 OUTSIDE - Total For Police Career Services</i>			\$49.24
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LOVE'S #0750 OUTSIDE - ALL DEPARTMENTS

\$49.24

MATZ, THOMAS

MATZ, THOMAS	Refuse Revenue and Transfer		\$28.45
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<i>MATZ, THOMAS - Total For Refuse Revenue and Transfers</i>			\$28.45
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MATZ, THOMAS	Sewer Fund		\$12.75
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<i>MATZ, THOMAS - Total For Sewer Fund</i>			\$12.75
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MATZ, THOMAS	Water Revenue and Transfer		\$10.17
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<i>MATZ, THOMAS - Total For Water Revenue and Transfers</i>			\$10.17
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MATZ, THOMAS - ALL DEPARTMENTS

\$51.37

MAVERIK #344

MAVERIK #344	Police Administration	AUTOMATED FUEL DISPENSERS Fuel Sherida	\$29.50
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<i>MAVERIK #344 - Total For Police Administration</i>			\$29.50
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MAVERIK #344 - ALL DEPARTMENTS

\$29.50

MAVERIK #442

MAVERIK #442	Police Investigations	AUTOMATED FUEL DISPENSERS; 24-014633	\$36.49
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MAVERIK #442	Police Investigations	SERVICE STATIONS; 24-014633	\$7.49
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<i>MAVERIK #442 - Total For Police Investigations</i>			\$43.98
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MAVERIK #442 - ALL DEPARTMENTS

\$43.98

MC JOB POST

MC JOB POST	Police Career Services	Metro Animal Services Job Posting	\$40.00
<i>MC JOB POST - Total For Police Career Services</i>			<i>\$40.00</i>
MC JOB POST - ALL DEPARTMENTS			\$40.00

MCCOY SALES CORPORAT

MCCOY SALES CORPORAT	Water Distribution	FITTINGS FOR BREAKERS	\$94.19
<i>MCCOY SALES CORPORAT - Total For Water Distribution</i>			<i>\$94.19</i>
MCCOY SALES CORPORAT - ALL DEPARTMENTS			\$94.19

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Diversion & Special	for home & garden show	\$382.88
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			<i>\$382.88</i>
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Scale House - Menards	\$359.08
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for CBC - Menards	\$91.79
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Crossroads Restrooms an	\$64.43
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for CBC - Menards	\$19.98
MENARDS CASPER WY	Buildings & Structures Fund	BAS Shop Supplies - Menards	\$24.83
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$560.11</i>
MENARDS CASPER WY	Fire-EMS Operations	Hitch Pin	\$43.98
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$43.98</i>
MENARDS CASPER WY	Water Distribution	WATER HEATER FOR INVENTORY BUILDING	\$246.92
MENARDS CASPER WY	Water Distribution	POST FOR SHOOTING RANGE FENCE	\$117.24
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$364.16</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$1,351.13

MEYERS CONSTRUCTION

MEYERS CONSTRUCTION	Golf - Operations	Construction project - not bui	\$31,360.00
<i>MEYERS CONSTRUCTION - Total For Golf - Operations</i>			<i>\$31,360.00</i>
MEYERS CONSTRUCTION - ALL DEPARTMENTS			\$31,360.00

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Fleet Maintenance Fund	82254 Equipment Repair	\$3,301.93
<i>MIDLAND IMPLEMENT, I - Total For Fleet Maintenance Fund</i>			<i>\$3,301.93</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$3,301.93

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Balefill - Diversion & Special	Install conduit to relocate Compost Check-in	\$4,427.00
<i>MODERN ELECTRIC CORP - Total For Balefill - Diversion & Special</i>			<i>\$4,427.00</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$4,427.00

Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service - February & Marc	\$7,480.03
Monson	Buildings & Structures Fund	Monthly Janitorial Service - March 2024	\$225.00
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$7,705.03</i>
Monson - ALL DEPARTMENTS			\$7,705.03

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Hose & Fittings for oil pump for Baler	\$263.38
MOTION AND FLOW CONT	Balefill - Baler Processing	Air Cylinders - Baler	\$1,704.33
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$1,967.71</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$1,967.71

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Balefill - Disposal & Landfill	Battery/Desktop Charger/Speaker Micropho	\$3,497.40
<i>MOTOROLA SOLUTIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$3,497.40</i>
MOTOROLA SOLUTIONS	Capital Projects Fund	Brush 6 Dual Band Mobile Radio and Antenn	\$157.14
<i>MOTOROLA SOLUTIONS - Total For Capital Projects Fund</i>			<i>\$157.14</i>
MOTOROLA SOLUTIONS	Special Fire Assistance Fund	RRT2 2024 Squad Dual Band Mobile Radio	\$157.14
<i>MOTOROLA SOLUTIONS - Total For Special Fire Assistance Fund</i>			<i>\$157.14</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$3,811.68

MOUNTAIN ALARM FIRE

MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service bal	\$183.00
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MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & ServiceEQ	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service SC	\$168.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service SW	\$168.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service CO	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service TR	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	UL Fire Monitoring / Radio Use & Service SW	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,251.00</i>
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	UL Fire Monitoring / Radio Use & Service	\$183.00
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	UL Fire Monitoring / Radio Use & Service	\$123.00
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	UL Fire Monitoring / Radio Use & Service	\$183.00
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	UL Fire Monitoring / Radio Use & Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Buildings & Structures Fund</i>			<i>\$672.00</i>
MOUNTAIN ALARM FIRE	Fleet Maintenance Fund	UL Fire Monitoring / Radio Use & Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Fleet Maintenance Fund</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Golf - Operations	UL Fire Monitoring / Radio Use & Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Golf - Operations</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Hogadon - Operations	UL Fire Monitoring / Radio Use & Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Hogadon - Operations</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Police Administration	Alarm Monitoring / Radio Use & Service	\$168.00
<i>MOUNTAIN ALARM FIRE - Total For Police Administration</i>			<i>\$168.00</i>
MOUNTAIN ALARM FIRE	Public Transit - Operations	Alarm Monitoring / Radio Use & Service	\$168.00
<i>MOUNTAIN ALARM FIRE - Total For Public Transit - Operations</i>			<i>\$168.00</i>
MOUNTAIN ALARM FIRE - ALL DEPARTMENTS			\$2,808.00

MOUNTAIN STATES

MOUNTAIN STATES	Balefill - Disposal & Landfill	Printing Service - LDF SUPERVISOR	\$103.57
<i>MOUNTAIN STATES - Total For Balefill - Disposal & Landfill</i>			<i>\$103.57</i>
MOUNTAIN STATES	Balefill - Diversion & Special	Printing Service - business cards	\$103.57
MOUNTAIN STATES	Balefill - Diversion & Special	Printing Service - business cards	\$103.57
<i>MOUNTAIN STATES - Total For Balefill - Diversion & Special</i>			<i>\$207.14</i>
MOUNTAIN STATES	Community Development	Printing Service - envelopes	\$188.63
MOUNTAIN STATES	Community Development	Printing Service - building permit	\$105.65
<i>MOUNTAIN STATES - Total For Community Development</i>			<i>\$294.28</i>
MOUNTAIN STATES	Fleet Maintenance Fund	Printing Service - business cards	\$54.60
<i>MOUNTAIN STATES - Total For Fleet Maintenance Fund</i>			<i>\$54.60</i>

MOUNTAIN STATES	Municipal Court	Printing Service - envelopes	\$245.40
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$245.40</i>
MOUNTAIN STATES	Refuse - Commercial	Printing Service - envelopes FOR REFUSE CU	\$143.70
<i>MOUNTAIN STATES - Total For Refuse - Commercial</i>			<i>\$143.70</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$1,048.69

MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Revolving Land Fund	Appraisal Report on 1380 Bryan Stock Trail	\$2,500.00
<i>MOUNTAIN WEST VALUAT - Total For Revolving Land Fund</i>			<i>\$2,500.00</i>
MOUNTAIN WEST VALUAT - ALL DEPARTMENTS			\$2,500.00

MR AND MRS TIRE

MR AND MRS TIRE	Police Administration	SERVICE STATIONS; Fix flat tire; polygraph sc	\$236.87
<i>MR AND MRS TIRE - Total For Police Administration</i>			<i>\$236.87</i>
MR AND MRS TIRE - ALL DEPARTMENTS			\$236.87

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Cemetery	MISCELLANEOUS AND RETAIL STORES	\$112.87
<i>MURDOCH'S RANCH&HOME - Total For Cemetery</i>			<i>\$112.87</i>
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$112.87

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Regional Water Operations	CHANGE OIL IN SERVICE TRUCKS	\$93.54
NAPA AUTO PARTS CORP	Regional Water Operations	SERVICE TRUCK	\$37.16
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$130.70</i>
NAPA AUTO PARTS CORP	Water Distribution	RAGS FOR INVENTORY BUILDING	\$34.99
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$34.99</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$165.69

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Contract Juvenile Detention - March 2024	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>

NATRONA COUNTY OFFIC	Rec Center - Admin	CRC Dance Recital Fall 23	\$105.00
<i>NATRONA COUNTY OFFIC - Total For Rec Center - Admin</i>			<i>\$105.00</i>
NATRONA COUNTY OFFIC	Weed & Pest Fund	Mosquito Matching Fund	\$65,000.00
<i>NATRONA COUNTY OFFIC - Total For Weed & Pest Fund</i>			<i>\$65,000.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$72,605.00

NENA

NENA	Public Safety Communication	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$147.00
<i>NENA - Total For Public Safety Communications</i>			<i>\$147.00</i>
NENA - ALL DEPARTMENTS			\$147.00

NICOLAYSEN ART MUSEU

NICOLAYSEN ART MUSEU	Capital Projects Fund	1% #16 Funding Nicolaysen Art	\$663.00
<i>NICOLAYSEN ART MUSEU - Total For Capital Projects Fund</i>			<i>\$663.00</i>
NICOLAYSEN ART MUSEU - ALL DEPARTMENTS			\$663.00

NO PLACE LIKE HOME

NO PLACE LIKE HOME	Water Revenue and Transfer		\$120.15
<i>NO PLACE LIKE HOME - Total For Water Revenue and Transfers</i>			<i>\$120.15</i>
NO PLACE LIKE HOME - ALL DEPARTMENTS			\$120.15

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Degreaser & Odor Control for Baler Sumps	\$115.54
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$115.54</i>
NORCO, INC.	Balefill - Diversion & Special	Garbage Bags Litter Clean up	\$180.88
<i>NORCO, INC. - Total For Balefill - Diversion & Special</i>			<i>\$180.88</i>
NORCO, INC.	Buildings & Structures Fund	Drain & Suction Hoses/Tank Cover/Solenoid/	\$877.80
NORCO, INC.	Buildings & Structures Fund	BAS Shop Supplies - Norco	\$117.10
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$994.90</i>
NORCO, INC.	Fleet Maintenance Fund	Gases Refilled	\$533.43
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$533.43</i>
NORCO, INC.	Metro Animal Fund	Supplies	\$427.54
<i>NORCO, INC. - Total For Metro Animal Fund</i>			<i>\$427.54</i>

NORCO, INC.	Metro Animal Shelter	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$357.65
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$357.65</i>
NORCO, INC.	Water Distribution	SOLID WIRE	\$97.24
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$97.24</i>
NORCO, INC.	WWTP Operations	Shop supplies	\$650.10
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$650.10</i>
NORCO, INC. - ALL DEPARTMENTS			\$3,357.28

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Residential	Liner Wear Plate Rpl 2016 Street Sweeper 70	\$4,300.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			<i>\$4,300.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$4,300.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Safety vests/PPE FOR BALER BLDG CREW	\$239.90
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$239.90</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	First Aid Kits FOR BALER	\$110.70
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$110.70</i>
NORTHWEST CONTRACTOR	Refuse - Residential	Zip Ties for Trash trucks	\$12.20
<i>NORTHWEST CONTRACTOR - Total For Refuse - Residential</i>			<i>\$12.20</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection grinder		\$179.00
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$179.00</i>
NORTHWEST CONTRACTOR	Water Distribution	BLUE PAINT & FLAGS FOR LOCATING	\$651.60
NORTHWEST CONTRACTOR	Water Distribution	RED RUBBER GASKET	\$21.28
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$672.88</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,214.68

NUTECH

NUTECH	Fleet Maintenance Fund	151572 Car Wash Supplies	\$1,804.70
<i>NUTECH - Total For Fleet Maintenance Fund</i>			<i>\$1,804.70</i>
NUTECH - ALL DEPARTMENTS			\$1,804.70

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Fund	Veterinary Services	\$1,698.94
NVA CASPER VETERINAR	Metro Animal Fund	Veterinary Services	\$112.50
NVA CASPER VETERINAR	Metro Animal Fund	Veterinary Services	\$6.52
NVA CASPER VETERINAR	Metro Animal Fund	Veterinary Services	\$815.80
<i>NVA CASPER VETERINAR - Total For Metro Animal Fund</i>			<i>\$2,633.76</i>
NVA CASPER VETERINAR	Police Administration	Veterinary Services	\$175.95
NVA CASPER VETERINAR	Police Administration	Veterinary Services	\$147.00
<i>NVA CASPER VETERINAR - Total For Police Administration</i>			<i>\$322.95</i>
NVA CASPER VETERINAR - ALL DEPARTMENTS			\$2,956.71

ODP BUS SOL LLC

ODP BUS SOL LLC	Health Insurance Fund	Returned 1 black toner	(\$52.31)
<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			<i>(\$52.31)</i>
ODP BUS SOL LLC	Human Resources	Returned 1 black toner	(\$52.31)
ODP BUS SOL LLC	Human Resources	Dry erase computer pad	\$24.77
ODP BUS SOL LLC	Human Resources	1 pk dry erase markers, 1 dry eraser	\$5.25
ODP BUS SOL LLC	Human Resources	1 box letter sized pocket folder	\$20.37
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>(\$1.92)</i>
ODP BUS SOL LLC	Risk Management	Returned 1 black toner	(\$52.30)
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>(\$52.30)</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			(\$106.53)

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Hogadon - Operations	Door repair	\$713.00
<i>OVERHEAD DOOR CO - Total For Hogadon - Operations</i>			<i>\$713.00</i>
OVERHEAD DOOR CO	Refuse - Residential	Furnish/Install New Sections On Wash Bay D	\$1,831.00
<i>OVERHEAD DOOR CO - Total For Refuse - Residential</i>			<i>\$1,831.00</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$2,544.00

OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Refuse - Residential	GARAGE DOOR REMOTES FOR TRUCK BARN	\$139.76
<i>OVERHEAD DOOR OF CAS - Total For Refuse - Residential</i>			<i>\$139.76</i>

OVERHEAD DOOR OF CAS - ALL DEPARTMENTS

\$139.76

PACIFIC HIDE & FUR

PACIFIC HIDE & FUR	Refuse - Residential	3/16x4 H R Strip 20' RESIDENTAL SUPPLYS	\$50.85
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<i>PACIFIC HIDE & FUR - Total For Refuse - Residential</i>			\$50.85
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PACIFIC HIDE & FUR - ALL DEPARTMENTS

\$50.85

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Regional Water Operations	METAL FOR ACTIFLO SCREEN	\$49.75
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<i>PACIFIC STEEL BRANCH - Total For Regional Water Operations</i>			\$49.75
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PACIFIC STEEL BRANCH - ALL DEPARTMENTS

\$49.75

PAVEMENT STENCIL, LL

PAVEMENT STENCIL, LL	Traffic Control	Credit for shipping on stencil	(\$13.33)
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<i>PAVEMENT STENCIL, LL - Total For Traffic Control</i>			(\$13.33)
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PAVEMENT STENCIL, LL - ALL DEPARTMENTS

(\$13.33)

PAYPAL ANTLERWORKS

PAYPAL ANTLERWORKS	General Fund Revenue	Items made of antlers for resale in gift shop	\$445.00
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<i>PAYPAL ANTLERWORKS - Total For General Fund Revenue</i>			\$445.00
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PAYPAL ANTLERWORKS - ALL DEPARTMENTS

\$445.00

PAYPAL GETAC USA

PAYPAL GETAC USA	Police Administration	5 replacement batteries for Getacs	\$653.00
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<i>PAYPAL GETAC USA - Total For Police Administration</i>			\$653.00
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PAYPAL GETAC USA - ALL DEPARTMENTS

\$653.00

PAYPAL M PRESS PUB

PAYPAL M PRESS PUB	General Fund Revenue	Books for resale in gift shop	\$175.35
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<i>PAYPAL M PRESS PUB - Total For General Fund Revenue</i>			\$175.35
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PAYPAL M PRESS PUB - ALL DEPARTMENTS \$175.35

PAYPAL PEAKSGCSA

PAYPAL PEAKSGCSA Golf - Operations Peaks and Prairies Membership \$159.65

PAYPAL PEAKSGCSA Golf - Operations Membership Dues \$159.65

PAYPAL PEAKSGCSA - Total For Golf - Operations \$319.30

PAYPAL PEAKSGCSA - ALL DEPARTMENTS \$319.30

PEDEN'S INC

PEDEN'S INC Balefill - Diversion & Special Uniform Shirts for Compost Yard Sale \$124.20

PEDEN'S INC Balefill - Diversion & Special Uniform Shirts for Compost Yard Sale \$108.90

PEDEN'S INC - Total For Balefill - Diversion & Special \$233.10

PEDEN'S INC Police Career Services Embroidery Service \$32.40

PEDEN'S INC - Total For Police Career Services \$32.40

PEDEN'S INC - ALL DEPARTMENTS \$265.50

PETERBILT OF WYOMING

PETERBILT OF WYOMING Fleet Maintenance Fund 70783 Equipment Repair \$1,070.04

PETERBILT OF WYOMING Fleet Maintenance Fund 111178 Equipment Repair \$3,508.73

PETERBILT OF WYOMING - Total For Fleet Maintenance Fund \$4,578.77

PETERBILT OF WYOMING - ALL DEPARTMENTS \$4,578.77

PHILLIPS 66 - BILLIN

PHILLIPS 66 - BILLIN Police Career Services AUTOMATED FUEL DISPENSERS; fuel polygra \$56.94

PHILLIPS 66 - BILLIN - Total For Police Career Services \$56.94

PHILLIPS 66 - BILLIN - ALL DEPARTMENTS \$56.94

POLLAT, DENNIS

POLLAT, DENNIS Refuse Revenue and Transfer \$42.84

POLLAT, DENNIS - Total For Refuse Revenue and Transfers \$42.84

POLLAT, DENNIS Water Revenue and Transfer \$4.38

POLLAT, DENNIS - Total For Water Revenue and Transfers \$4.38

POLLAT, DENNIS - ALL DEPARTMENTS

\$47.22

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,171.83
POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,417.28
<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$8,589.11

POSTAL PROS, INC. - ALL DEPARTMENTS

\$8,589.11

PRINTWORKS

PRINTWORKS	Water Distribution	Printing Service - envelopes	\$226.10
<i>PRINTWORKS - Total For Water Distribution</i>			\$226.10
PRINTWORKS	WWTP Operations	Printing Service - business cards	\$45.99
<i>PRINTWORKS - Total For WWTP Operations</i>			\$45.99

PRINTWORKS - ALL DEPARTMENTS

\$272.09

QUOKKA COMFORT

QUOKKA COMFORT	Refuse - Commercial	PURCHASE AND INSTALLATION OF SPRAY FO	\$14,400.00
<i>QUOKKA COMFORT - Total For Refuse - Commercial</i>			\$14,400.00

QUOKKA COMFORT - ALL DEPARTMENTS

\$14,400.00

RAFTELIS FINANCIAL C

RAFTELIS FINANCIAL C	Sewer Wastewater Collection Water & Sewer Utility Rate Stu		\$2,519.39
<i>RAFTELIS FINANCIAL C - Total For Sewer Wastewater Collection</i>			\$2,519.39
RAFTELIS FINANCIAL C	Water Administration	Water & Sewer Utility Rate Stu	\$7,558.11
<i>RAFTELIS FINANCIAL C - Total For Water Administration</i>			\$7,558.11

RAFTELIS FINANCIAL C - ALL DEPARTMENTS

\$10,077.50

RDG PLANNING & DESIG

RDG PLANNING & DESIG	Capital Projects Fund	Casper Area Parks and Recreati	\$45,124.79
RDG PLANNING & DESIG	Capital Projects Fund	Casper Area Parks and Recreati	\$19,471.46
<i>RDG PLANNING & DESIG - Total For Capital Projects Fund</i>			\$64,596.25

RDG PLANNING & DESIG - ALL DEPARTMENTS

\$64,596.25

REPUBLIC PARKING SYS

REPUBLIC PARKING SYS	Customer Service	Parking Stalls/Spaces	\$212.00
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<i>REPUBLIC PARKING SYS - Total For Customer Service</i>			\$212.00
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REPUBLIC PARKING SYS - ALL DEPARTMENTS

\$212.00

REVIVAL ANIMAL HEALT

REVIVAL ANIMAL HEALT	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES;	\$996.93
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REVIVAL ANIMAL HEALT	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES;	\$306.14
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<i>REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter</i>			\$1,303.07
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REVIVAL ANIMAL HEALT - ALL DEPARTMENTS

\$1,303.07

RF CARNAGHI TOWING

RF CARNAGHI TOWING	Police Administration	AUTOMOTIVE REPAIR SHOPS (NON-DEALER);	\$78.00
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<i>RF CARNAGHI TOWING - Total For Police Administration</i>			\$78.00
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RF CARNAGHI TOWING - ALL DEPARTMENTS

\$78.00

ROBBINS, LORI

ROBBINS, LORI	Water Revenue and Transfer		\$29.07
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<i>ROBBINS, LORI - Total For Water Revenue and Transfers</i>			\$29.07
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ROBBINS, LORI - ALL DEPARTMENTS

\$29.07

ROCK SPRINGS GREEN R

ROCK SPRINGS GREEN R	Public Safety Communication Training Services		\$600.00
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<i>ROCK SPRINGS GREEN R - Total For Public Safety Communications</i>			\$600.00
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ROCK SPRINGS GREEN R - ALL DEPARTMENTS

\$600.00

Rocky Mountain

Rocky Mountain	Regional Water Operations	Chemicals	\$4,481.19
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<i>Rocky Mountain - Total For Regional Water Operations</i>			\$4,481.19
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Rocky Mountain - ALL DEPARTMENTS

\$4,481.19

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$107.50
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			\$107.50
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$46.85
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.</i>			\$46.85
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$73.55
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			\$73.55
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$33.05
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			\$33.05
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$412.94
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			\$412.94
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$222.65
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-002 2	\$493.02
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			\$715.67
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$130.55
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			\$130.55
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$9,048.99
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			\$9,048.99
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$807.88
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,703.19
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$3,511.07
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$805.30
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$805.30
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$2,864.94
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$2,864.94
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$4,632.22
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$4,632.22
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,007.72
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$3,332.52
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$7,340.24
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$2,618.66
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$2,618.66
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$65.41

<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$65.41
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$521.22
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			\$521.22
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,801.47
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,801.47
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,509.71
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2	\$453.51
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	\$1,140.00
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	\$4,503.65
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	\$557.70
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$623.94
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	\$783.28
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$4,385.59
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$687.84
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$14,645.22
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$82.78
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	\$1,819.37
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	\$55.62
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6	\$1,588.82
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	\$2,590.94
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	\$28.72
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	\$29.78
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$6,196.03
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3 lift station power	\$702.21
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$702.21
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$55.80
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$55.80
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$58,328.89

Router

Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Router - Total For Parks - Parks Maint.</i>			\$436.05
Router - ALL DEPARTMENTS			\$436.05

ROTHFUSS, MAKENZIE

ROTHFUSS, MAKENZIE	Water Revenue and Transfer		\$160.96
<i>ROTHFUSS, MAKENZIE - Total For Water Revenue and Transfers</i>			<i>\$160.96</i>
ROTHFUSS, MAKENZIE - ALL DEPARTMENTS			\$160.96

SAM LLC

SAM LLC	Fleet Maintenance Fund	SVC DUE TAGS (2500)	\$439.00
<i>SAM LLC - Total For Fleet Maintenance Fund</i>			<i>\$439.00</i>
SAM LLC - ALL DEPARTMENTS			\$439.00

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	scalehouse supplies	\$73.68
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$73.68</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - CHIPS,PRETZELS,CANDY,WA	\$426.85
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$426.85</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$500.53

SAMSCLUB #6425

SAMSCLUB #6425	Aquatics - Operations	Parks Master Plan	\$2.85
<i>SAMSCLUB #6425 - Total For Aquatics - Operations</i>			<i>\$2.85</i>
SAMSCLUB #6425	Balefill - Disposal & Landfill	CLEANING SUPPLIES FOR SPECIAL WASTE/LD	\$54.32
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$54.32</i>
SAMSCLUB #6425	Balefill - Diversion & Special	CLEANING SUPPLIES FOR SPECIAL WASTE/LD	\$47.96
<i>SAMSCLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$47.96</i>
SAMSCLUB #6425	Field Maintenance	Parks Master Plan	\$2.85
<i>SAMSCLUB #6425 - Total For Field Maintenance</i>			<i>\$2.85</i>
SAMSCLUB #6425	Golf - Operations	Parks Master Plan	\$2.86
SAMSCLUB #6425	Golf - Operations	Coffee Creamer, Jacked Holder, Sam's Mem	\$109.12
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$111.98</i>
SAMSCLUB #6425	Hogadon - Operations	Parks Master Plan	\$2.85
<i>SAMSCLUB #6425 - Total For Hogadon - Operations</i>			<i>\$2.85</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - PRETZELS,CHIPS,CANDY,WA	\$192.39
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - WATER,GATORADE,PRETZEL	\$121.49

<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$313.88</i>
SAMSCLUB #6425	Ice Arena - Operations	Parks Master Plan	\$2.86
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$2.86</i>
SAMSCLUB #6425	Parks - Parks Maint.	Parks Master Plan	\$2.85
<i>SAMSCLUB #6425 - Total For Parks - Parks Maint.</i>			<i>\$2.85</i>
SAMSCLUB #6425	Rec Center - Classes	classes CRC	\$74.74
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			<i>\$74.74</i>
SAMSCLUB #6425	Rec Center - Operations	Parks Master Plan	\$2.86
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$2.86</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$620.00

SAMSCLUB #6430

SAMSCLUB #6430	City Manager	AUTOMATED FUEL DISPENSERS	\$38.22
<i>SAMSCLUB #6430 - Total For City Manager</i>			<i>\$38.22</i>
SAMSCLUB #6430 - ALL DEPARTMENTS			\$38.22

SAMSCLUB.COM

SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS - TRAYS, CHEESE	\$306.30
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$306.30</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$306.30

SHELL OIL 5744651130

SHELL OIL 5744651130	Police Career Services	AUTOMATED FUEL DISPENSERS Records cler	\$16.00
<i>SHELL OIL 5744651130 - Total For Police Career Services</i>			<i>\$16.00</i>
SHELL OIL 5744651130 - ALL DEPARTMENTS			\$16.00

SHERRILL INC

SHERRILL INC	Special Fire Assistance Fund	FY24 RRT2 Tech Rescue Gear	\$706.50
<i>SHERRILL INC - Total For Special Fire Assistance Fund</i>			<i>\$706.50</i>
SHERRILL INC - ALL DEPARTMENTS			\$706.50

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Refuse - Commercial	CoMB Bldg Paint Supplies - Insulation Ops Pr	\$1,108.89
<i>SHERWIN-WILLIAMS COR - Total For Refuse - Commercial</i>			<i>\$1,108.89</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$1,108.89

SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	PHOTOGRAPHIC STUDIOS baby plaque	\$72.98
<i>SHUTTERFLY, INC. - Total For Police Administration</i>			<i>\$72.98</i>
SHUTTERFLY, INC. - ALL DEPARTMENTS			\$72.98

SOLSBURY HILL LLC

SOLSBURY HILL LLC	Capital Projects Fund	Baseline Sub Station Cabinet & Flow BI-Code	\$2,574.00
<i>SOLSBURY HILL LLC - Total For Capital Projects Fund</i>			<i>\$2,574.00</i>
SOLSBURY HILL LLC - ALL DEPARTMENTS			\$2,574.00

SONNYS RV SALES INC

SONNYS RV SALES INC	Public Safety Communication	Mobile Command Bus Sonnys RV Upgrade	\$17,062.54
SONNYS RV SALES INC	Public Safety Communication	Generator Battery/Tank Gauges/Replace Mic	\$2,959.03
<i>SONNYS RV SALES INC - Total For Public Safety Communications</i>			<i>\$20,021.57</i>
SONNYS RV SALES INC - ALL DEPARTMENTS			\$20,021.57

SP PERFECTPAWSTORE

SP PERFECTPAWSTORE	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES;	\$205.53
<i>SP PERFECTPAWSTORE - Total For Metro Animal Shelter</i>			<i>\$205.53</i>
SP PERFECTPAWSTORE - ALL DEPARTMENTS			\$205.53

SP SAFERESCUE

SP SAFERESCUE	Special Fire Assistance Fund	X3 Picket System - Rescue Gear	\$755.68
<i>SP SAFERESCUE - Total For Special Fire Assistance Fund</i>			<i>\$755.68</i>
SP SAFERESCUE - ALL DEPARTMENTS			\$755.68

SPECTRUM

SPECTRUM	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$89.54
SPECTRUM	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$89.67
<i>SPECTRUM - Total For Public Safety Communications</i>			<i>\$179.21</i>
SPECTRUM - ALL DEPARTMENTS			\$179.21

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Police Investigations	SPORTING GOODS STORES; 24-007376	\$23.09
<i>SPORTSMANS WAREHOUSE - Total For Police Investigations</i>			<i>\$23.09</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$23.09

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Aquatics - Operations	New Power Strip	\$109.95
<i>SQ COMPUTER PROFESS - Total For Aquatics - Operations</i>			<i>\$109.95</i>
SQ COMPUTER PROFESS	Information Services	Headset for Bryan's Desk	\$290.31
<i>SQ COMPUTER PROFESS - Total For Information Services</i>			<i>\$290.31</i>
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVI	\$46.00
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$46.00</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$446.26

SQ DOGGIEWASTESTATI

SQ DOGGIEWASTESTATI	Sewer Stormwater	stormwater coalition poop bags	\$2,954.85
<i>SQ DOGGIEWASTESTATI - Total For Sewer Stormwater</i>			<i>\$2,954.85</i>
SQ DOGGIEWASTESTATI - ALL DEPARTMENTS			\$2,954.85

SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Human Resources	5 dozen cookies for PD officers at Council	\$42.50
<i>SQ EILEEN'S COLOSSA - Total For Human Resources</i>			<i>\$42.50</i>
SQ EILEEN'S COLOSSA - ALL DEPARTMENTS			\$42.50

SQ JOE SERIO ENTERP

SQ JOE SERIO ENTERP	Public Safety Communication	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$1,997.00
<i>SQ JOE SERIO ENTERP - Total For Public Safety Communications</i>			<i>\$1,997.00</i>

SQ JOE SERIO ENTERP - ALL DEPARTMENTS

\$1,997.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Basketball	Site supervisor shirts	\$359.00
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<i>SQ PEDEN'S INC. - Total For Basketball</i>			\$359.00
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SQ PEDEN'S INC.	Public Transit - Operations	Name tag for new Transit Manager	\$9.00
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<i>SQ PEDEN'S INC. - Total For Public Transit - Operations</i>			\$9.00
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SQ PEDEN'S INC.	Rec Center - Admin	Hall of Fame Plaque	\$48.00
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<i>SQ PEDEN'S INC. - Total For Rec Center - Admin</i>			\$48.00
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SQ PEDEN'S INC. - ALL DEPARTMENTS

\$416.00

SQ WYOMING PLANNING

SQ WYOMING PLANNING	Community Development	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$165.00
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<i>SQ WYOMING PLANNING - Total For Community Development</i>			\$165.00
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SQ WYOMING PLANNING - ALL DEPARTMENTS

\$165.00

SQUARESPACE INC.

SQUARESPACE INC.	Parks - Parks Maint.	Square Space - Play Natrona Website Parks a	\$33.00
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SQUARESPACE INC.	Parks - Parks Maint.	Squarespace - Casper Area Parks and Recrea	\$33.00
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SQUARESPACE INC.	Parks - Parks Maint.	Domain purchase - casperareaparksplan.co	\$12.00
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<i>SQUARESPACE INC. - Total For Parks - Parks Maint.</i>			\$78.00
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SQUARESPACE INC. - ALL DEPARTMENTS

\$78.00

STAPLES

STAPLES	Balefill - Baler Processing	CALCULATOR FOR PESTISDIE APPLICATIONS	\$19.99
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<i>STAPLES - Total For Balefill - Baler Processing</i>			\$19.99
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STAPLES	Basketball	Masking tape for each gym location (YBBT)	\$32.48
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STAPLES	Basketball	Raffle tickets	\$128.23
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STAPLES	Basketball	Team Envelopes	\$63.98
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<i>STAPLES - Total For Basketball</i>			\$224.69
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STAPLES	Golf - Operations	Golf Shop Pens, Rubber Bands, Paper Clips	\$110.20
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<i>STAPLES - Total For Golf - Operations</i>			\$110.20
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STAPLES	Police Grants Fund	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$61.04
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STAPLES - Total For Police Grants Fund \$61.04

STAPLES - ALL DEPARTMENTS \$415.92

STATE OF WY.

STATE OF WY. Health Insurance Fund Retiree Subsidy - February 2024 \$26,010.56

STATE OF WY. - Total For Health Insurance Fund \$26,010.56

STATE OF WY. WWTP Operations Loan #CW127 \$39,746.25

STATE OF WY. - Total For WWTP Operations \$39,746.25

STATE OF WY. - ALL DEPARTMENTS \$65,756.81

STK Shutterstock

STK Shutterstock Refuse - Residential For Facebook - Rearloader on vacation educ \$51.45

STK Shutterstock - Total For Refuse - Residential \$51.45

STK Shutterstock - ALL DEPARTMENTS \$51.45

SUN COUNTRY DISTRIBU

SUN COUNTRY DISTRIBU Aquatics - Operations Pool Chemicals \$733.86

SUN COUNTRY DISTRIBU - Total For Aquatics - Operations \$733.86

SUN COUNTRY DISTRIBU Aquatics - Pool Pool Chemicals \$2,697.03

SUN COUNTRY DISTRIBU - Total For Aquatics - Pool \$2,697.03

SUN COUNTRY DISTRIBU Aquatics- Marion Kreiner Op Pool Chemicals \$733.86

SUN COUNTRY DISTRIBU - Total For Aquatics- Marion Kreiner Oper. \$733.86

SUN COUNTRY DISTRIBU Aquatics- Mike Sedar Oper. Pool Chemicals \$3,430.89

SUN COUNTRY DISTRIBU - Total For Aquatics- Mike Sedar Oper. \$3,430.89

SUN COUNTRY DISTRIBU Aquatics- Paradise Valley Op Pool Chemicals \$3,430.89

SUN COUNTRY DISTRIBU - Total For Aquatics- Paradise Valley Oper \$3,430.89

SUN COUNTRY DISTRIBU Aquatics- Washington Oper Pool Chemicals \$3,430.87

SUN COUNTRY DISTRIBU - Total For Aquatics- Washington Oper \$3,430.87

SUN COUNTRY DISTRIBU - ALL DEPARTMENTS \$14,457.40

SUTHERLANDS 2816

SUTHERLANDS 2816 Metro Animal Shelter LUMBER AND BUILDING MATERIALS STORES \$23.09

SUTHERLANDS 2816 - Total For Metro Animal Shelter \$23.09

SUTHERLANDS 2816	Regional Water Operations	EXT CORD	\$83.98
SUTHERLANDS 2816	Regional Water Operations	HOSES & HARDWARE	\$47.57
<i>SUTHERLANDS 2816 - Total For Regional Water Operations</i>			<i>\$131.55</i>
SUTHERLANDS 2816	Water Distribution	PARTS FOR 660165	\$31.55
SUTHERLANDS 2816	Water Distribution	SPRINKLER REPAIR PARTS FOR 1925 S MITCH	\$18.05
<i>SUTHERLANDS 2816 - Total For Water Distribution</i>			<i>\$49.60</i>
SUTHERLANDS 2816	Water Meters	PVC ADAPTERS TO MAKE METER SUBS	\$24.22
<i>SUTHERLANDS 2816 - Total For Water Meters</i>			<i>\$24.22</i>
SUTHERLANDS 2816	Weed & Pest Fund	shop supplies	\$42.43
<i>SUTHERLANDS 2816 - Total For Weed & Pest Fund</i>			<i>\$42.43</i>
SUTHERLANDS 2816 - ALL DEPARTMENTS			\$270.89

TACO BELL #23077

TACO BELL #23077	Police Investigations	FAST FOOD RESTAURANTS; 24-014633	\$78.00
<i>TACO BELL #23077 - Total For Police Investigations</i>			<i>\$78.00</i>
TACO BELL #23077 - ALL DEPARTMENTS			\$78.00

TACO JOHNS 9310

TACO JOHNS 9310	Regional Water Operations	JPB LUNCH	\$92.82
<i>TACO JOHNS 9310 - Total For Regional Water Operations</i>			<i>\$92.82</i>
TACO JOHNS 9310 - ALL DEPARTMENTS			\$92.82

TACONE CONSULTING

TACONE CONSULTING	Police Career Services	Lone Wolf Tuition	\$350.00
<i>TACONE CONSULTING - Total For Police Career Services</i>			<i>\$350.00</i>
TACONE CONSULTING - ALL DEPARTMENTS			\$350.00

TEAGUE, ARTHUR

TEAGUE, ARTHUR	Refuse Revenue and Transfer		\$101.64
<i>TEAGUE, ARTHUR - Total For Refuse Revenue and Transfers</i>			<i>\$101.64</i>
TEAGUE, ARTHUR - ALL DEPARTMENTS			\$101.64

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Transit Office - H	\$4.68
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$33.44
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Transit Office - H	\$9.36
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Fire Station 1 - Ho	\$29.96
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$77.44</i>
THE HOME DEPOT	Field Maintenance	Cleaning supplies for bases	\$37.42
THE HOME DEPOT	Field Maintenance	Brushes for base anchors	\$6.94
<i>THE HOME DEPOT - Total For Field Maintenance</i>			<i>\$44.36</i>
THE HOME DEPOT	Fire-EMS Training	10 sheets of OSB for the Drill tower	\$182.30
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			<i>\$182.30</i>
THE HOME DEPOT	Golf - Operations	Trash Can, Mop Head, Squeegee	\$77.38
THE HOME DEPOT	Golf - Operations	parts for pumpstation	\$23.01
THE HOME DEPOT	Golf - Operations	2" Coupling, Lysol Wipes, 2" Galv Pipe, Late	\$118.63
THE HOME DEPOT	Golf - Operations	Parts for Pump station Intercooler repair	\$29.94
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$248.96</i>
THE HOME DEPOT	Police Administration	HOME SUPPLY WAREHOUSE STORES shelvin	\$447.00
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$447.00</i>
THE HOME DEPOT	Traffic Control	Materials to cap Life Steps sewer lines	\$3.52
THE HOME DEPOT	Traffic Control	Blades for Traffic cutting tools	\$42.94
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$46.46</i>
THE HOME DEPOT	Weed & Pest Fund	tarp and parts	\$97.11
THE HOME DEPOT	Weed & Pest Fund	shop supplies	\$56.46
THE HOME DEPOT	Weed & Pest Fund	Parts	\$100.73
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$254.30</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$1,300.82

THE WASH LLC

THE WASH LLC	Police Administration	Car Wash	\$77.35
<i>THE WASH LLC - Total For Police Administration</i>			<i>\$77.35</i>
THE WASH LLC - ALL DEPARTMENTS			\$77.35

TIBBETS, VERNA

TIBBETS, VERNA	Sewer Fund		\$45.72
<i>TIBBETS, VERNA - Total For Sewer Fund</i>			<i>\$45.72</i>
TIBBETS, VERNA - ALL DEPARTMENTS			\$45.72

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charge - February 2024	\$148.93
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			<i>\$148.93</i>
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - February 2024	\$81.20
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$81.20</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$230.13

TOWN OF BAR NUNN

TOWN OF BAR NUNN	RWS - Booster Stations	Wardwell Water Charge - Booster Supplies	\$31.17
<i>TOWN OF BAR NUNN - Total For RWS - Booster Stations</i>			<i>\$31.17</i>
TOWN OF BAR NUNN - ALL DEPARTMENTS			\$31.17

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS	\$89.85
<i>TRACTOR SUPPLY CO - Total For Metro Animal Shelter</i>			<i>\$89.85</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$89.85

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze recycling pick up for Special Wast	\$1,054.50
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			<i>\$1,054.50</i>
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$1,054.50

TST WYOMING RIB

TST WYOMING RIB	City Manager	EATING PLACES, RESTAURANTS	\$90.25
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$90.25</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$90.25

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Police Investigations	CATALOG MERCHANTS bags for evidence sto	\$274.50
<i>ULINE SHIP SUPPLIE - Total For Police Investigations</i>			<i>\$274.50</i>
ULINE SHIP SUPPLIE - ALL DEPARTMENTS			\$274.50

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Metro Animal Control	Uniform Supplies	\$10.00
<i>UNIFORMS 2 GEAR - Total For Metro Animal Control</i>			<i>\$10.00</i>
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$126.78
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$134.40
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$1,175.31
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$10.00
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$165.00
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$126.32
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$204.33
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$108.66
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$35.92
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$20.00
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$426.54
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$2,533.26</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$2,543.26

UNION WIRELESS

UNION WIRELESS	Water Tanks	URCR SCADA & Cell Phone	\$95.26
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.26</i>
UNION WIRELESS - ALL DEPARTMENTS			\$95.26

UNITED 0162372404

UNITED 0162372404	Information Services	UNITED AIRLINES Roundtrip flight to TylerCo	\$1,007.45
<i>UNITED 0162372404 - Total For Information Services</i>			<i>\$1,007.45</i>
UNITED 0162372404 - ALL DEPARTMENTS			\$1,007.45

UNITED 0162372485

UNITED 0162372485	Customer Service	UNITED AIRLINES	\$1,013.90
<i>UNITED 0162372485 - Total For Customer Service</i>			<i>\$1,013.90</i>
UNITED 0162372485 - ALL DEPARTMENTS			\$1,013.90

UNITED 0162372717

UNITED 0162372717	Finance	UNITED AIRLINES	\$1,231.18
<i>UNITED 0162372717 - Total For Finance</i>			<i>\$1,231.18</i>
UNITED 0162372717 - ALL DEPARTMENTS			\$1,231.18

UNITED 0164283149

UNITED 0164283149	Police Career Services	UNITED AIRLINES; baggage SWAT training	\$35.00
<i>UNITED 0164283149 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164283149 - ALL DEPARTMENTS			\$35.00

UNITED 0164284878

UNITED 0164284878	Police Career Services	UNITED AIRLINES; baggage SWAT training	\$35.00
<i>UNITED 0164284878 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164284878 - ALL DEPARTMENTS			\$35.00

UNITED 0164285133

UNITED 0164285133	Police Career Services	UNITED AIRLINES baggage from FBI Leeda co	\$35.00
<i>UNITED 0164285133 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164285133 - ALL DEPARTMENTS			\$35.00

UNIVERSITY OF WY.

UNIVERSITY OF WY.	Revolving Land Fund	Economic Impact Evaluation - Wyo Sports Ra	\$18,000.00
<i>UNIVERSITY OF WY. - Total For Revolving Land Fund</i>			<i>\$18,000.00</i>
UNIVERSITY OF WY. - ALL DEPARTMENTS			\$18,000.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Public Transit - Operations	DOT Physicals	\$338.00
<i>URGENT CARE OF CASPE - Total For Public Transit - Operations</i>			<i>\$338.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$338.00

USPS PO 5715590945

USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$436.03
USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$96.03
USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$122.22
<i>USPS PO 5715590945 - Total For Community Development</i>			<i>\$654.28</i>
USPS PO 5715590945	Regional Water Operations	Certified Mail - 2023 City & RWS Wholesale	\$77.44
<i>USPS PO 5715590945 - Total For Regional Water Operations</i>			<i>\$77.44</i>
USPS PO 5715590945	Water Administration	Certified Mail - 2023 City & RWS Wholesale	\$96.80
<i>USPS PO 5715590945 - Total For Water Administration</i>			<i>\$96.80</i>
USPS PO 5715590945 - ALL DEPARTMENTS			\$828.52

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$368.60
<i>VCN NATRONAREALESTAT - Total For Community Development</i>			<i>\$368.60</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$368.60

VERIZON WIRELESS

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$160.04
<i>VERIZON WIRELESS - Total For Cemetery</i>			<i>\$160.04</i>
VERIZON WIRELESS	Golf - Operations	Acct #942041246-00001	\$120.03
<i>VERIZON WIRELESS - Total For Golf - Operations</i>			<i>\$120.03</i>
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00010	\$80.02
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$38.51
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$118.53</i>
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002 remote device data	\$165.03
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			<i>\$165.03</i>
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$40.01
<i>VERIZON WIRELESS - Total For Streets</i>			<i>\$40.01</i>

VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$116.83
<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$116.83</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.87
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$106.87</i>
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$147.93
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			<i>\$147.93</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$975.27

VISTAPRINT

VISTAPRINT	Balefill - Diversion & Special	Solid Waste - Compost Yard - Home and Gar	\$175.98
<i>VISTAPRINT - Total For Balefill - Diversion & Special</i>			<i>\$175.98</i>
VISTAPRINT - ALL DEPARTMENTS			\$175.98

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Regional Water Operations	WTP OPERATOR CELL PHONE	\$78.00
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$78.00</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$78.00

WAL-MART #1617

WAL-MART #1617	Rec Center - Classes	CRC cooking classes	\$17.02
<i>WAL-MART #1617 - Total For Rec Center - Classes</i>			<i>\$17.02</i>
WAL-MART #1617	Refuse - Residential	TRAPS FOR TRASH TRUCKS	\$32.32
<i>WAL-MART #1617 - Total For Refuse - Residential</i>			<i>\$32.32</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$49.34

WAL-MART #3778

WAL-MART #3778	Ft. Caspar Museum	Exhibit Supplies	\$29.40
<i>WAL-MART #3778 - Total For Ft. Caspar Museum</i>			<i>\$29.40</i>
WAL-MART #3778	Rec Center - Classes	CRC Cooking Class	\$38.14
WAL-MART #3778	Rec Center - Classes	CRC Program Supplies, Puppy Yoga	\$22.10
<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			<i>\$60.24</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$89.64

WALMART.COM 80096665

WALMART.COM 80096665	Police Investigations	DISCOUNT STORES; Walmart-clothing for vic	\$462.70
<i>WALMART.COM 80096665 - Total For Police Investigations</i>			<i>\$462.70</i>
WALMART.COM 80096665 - ALL DEPARTMENTS			\$462.70

WATTS HYDRAULICS ACQ

WATTS HYDRAULICS ACQ	Refuse - Residential	WATER BROOM FOR TRUCK BARN	\$56.99
<i>WATTS HYDRAULICS ACQ - Total For Refuse - Residential</i>			<i>\$56.99</i>
WATTS HYDRAULICS ACQ - ALL DEPARTMENTS			\$56.99

WEAR PARTS INC

WEAR PARTS INC	Balefill - Baler Processing	PARTS FOR FORKLIFT UNIT#141492	\$12.78
<i>WEAR PARTS INC - Total For Balefill - Baler Processing</i>			<i>\$12.78</i>
WEAR PARTS INC	Refuse - Residential	TRK#2275 RESIDENT SL 2015 HITCH	\$61.53
<i>WEAR PARTS INC - Total For Refuse - Residential</i>			<i>\$61.53</i>
WEAR PARTS INC	Regional Water Operations	PARTS FOR ACTIFLOW SCREENS	\$8.84
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$8.84</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$83.15

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Online/Software Subscription	\$883.02
WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$146.13
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$1,029.15</i>
WEST PUBLISHING CORP - ALL DEPARTMENTS			\$1,029.15

WESTERN SIGN & DESIG

WESTERN SIGN & DESIG	Direct Distribution - Fire	Truck Graphics - installation & set up fee	\$3,121.00
<i>WESTERN SIGN & DESIG - Total For Direct Distribution - Fire</i>			<i>\$3,121.00</i>
WESTERN SIGN & DESIG - ALL DEPARTMENTS			\$3,121.00

WESTERN STATES FIRE

WESTERN STATES FIRE	Buildings & Structures Fund	Fire Alarm Repair - parts & labor	\$515.30
<i>WESTERN STATES FIRE - Total For Buildings & Structures Fund</i>			<i>\$515.30</i>
WESTERN STATES FIRE	Regional Water Operations	Annual Fire Sprinkler & Backflow Inspection	\$805.00
<i>WESTERN STATES FIRE - Total For Regional Water Operations</i>			<i>\$805.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS			\$1,320.30

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Engineering	Surveying Services	\$825.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$825.00</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$825.00

WM SUPERCENTER

WM SUPERCENTER	Aquatics - Operations	Ziplock Bags, Craft Googly Eyes	\$15.40
WM SUPERCENTER	Aquatics - Operations	Parks Master Plan	\$2.21
WM SUPERCENTER	Aquatics - Operations	Easter Swim Supplies	\$69.55
<i>WM SUPERCENTER - Total For Aquatics - Operations</i>			<i>\$87.16</i>
WM SUPERCENTER	Field Maintenance	Parks Master Plan	\$2.21
<i>WM SUPERCENTER - Total For Field Maintenance</i>			<i>\$2.21</i>
WM SUPERCENTER	Ft. Caspar Museum	Exhibit Supplies	\$7.41
<i>WM SUPERCENTER - Total For Ft. Caspar Museum</i>			<i>\$7.41</i>
WM SUPERCENTER	Golf - Operations	Parks Master Plan	\$2.21
<i>WM SUPERCENTER - Total For Golf - Operations</i>			<i>\$2.21</i>
WM SUPERCENTER	Hogadon - Operations	Parks Master Plan	\$2.21
<i>WM SUPERCENTER - Total For Hogadon - Operations</i>			<i>\$2.21</i>
WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS - SPRAY BUTTER	\$49.80
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			<i>\$49.80</i>
WM SUPERCENTER	Ice Arena - Operations	Parks Master Plan	\$2.21
<i>WM SUPERCENTER - Total For Ice Arena - Operations</i>			<i>\$2.21</i>
WM SUPERCENTER	Parks - Parks Maint.	Parks Master Plan	\$2.22
<i>WM SUPERCENTER - Total For Parks - Parks Maint.</i>			<i>\$2.22</i>
WM SUPERCENTER	Police Investigations	GROCERY STORES, SUPERMARKETS; 24-0146	\$8.94
<i>WM SUPERCENTER - Total For Police Investigations</i>			<i>\$8.94</i>
WM SUPERCENTER	Rec Center - Classes	CRC Towels, cooking supplies	\$58.90
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$58.90</i>

WM SUPERCENTER	Rec Center - Operations	CRC Towels for patrons	\$164.88
WM SUPERCENTER	Rec Center - Operations	Parks Master Plan	\$2.21
WM SUPERCENTER	Rec Center - Operations	CRC Towels, cooking supplies	\$147.00
<i>WM SUPERCENTER - Total For Rec Center - Operations</i>			<i>\$314.09</i>
WM SUPERCENTER	Regional Water Operations	BATTERIES	\$25.94
WM SUPERCENTER	Regional Water Operations	JPB LUNCH	\$50.11
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$76.05</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$613.41

WPSG, INC.

WPSG, INC.	Direct Distribution - Fire	Station Supplies	\$201.94
<i>WPSG, INC. - Total For Direct Distribution - Fire</i>			<i>\$201.94</i>
WPSG, INC. - ALL DEPARTMENTS			\$201.94

WWW.PEDENSINC.COM

WWW.PEDENSINC.COM	Police Investigations	MEN'S AND WOMEN'S CLOTHING STORES; D	\$9.00
<i>WWW.PEDENSINC.COM - Total For Police Investigations</i>			<i>\$9.00</i>
WWW.PEDENSINC.COM - ALL DEPARTMENTS			\$9.00

WY LAW CHAPLAIN ASOC

WY LAW CHAPLAIN ASOC	Police Career Services	Annual Dues & Training Registry	\$500.00
<i>WY LAW CHAPLAIN ASOC - Total For Police Career Services</i>			<i>\$500.00</i>
WY LAW CHAPLAIN ASOC - ALL DEPARTMENTS			\$500.00

WY. ASSOC. OF SHERIF

WY. ASSOC. OF SHERIF	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIO	\$185.00
WY. ASSOC. OF SHERIF	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIO	\$185.00
<i>WY. ASSOC. OF SHERIF - Total For Police Career Services</i>			<i>\$370.00</i>
WY. ASSOC. OF SHERIF - ALL DEPARTMENTS			\$370.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment Repair UNIT# 141519 250HR SER	\$876.53
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WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment Repair UNIT#141501 500 HR SER	\$1,515.66
<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>			<i>\$2,392.19</i>
WY. MACHINERY CO.	Regional Water Operations	SOS Kit w/Mailer & Mauve Lid w/Mailer	\$55.50
<i>WY. MACHINERY CO. - Total For Regional Water Operations</i>			<i>\$55.50</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$2,447.69

WYATT ELECTRIC INC.

WYATT ELECTRIC INC.	Capital Projects Fund	Electrical work - parts & labor	\$3,105.22
<i>WYATT ELECTRIC INC. - Total For Capital Projects Fund</i>			<i>\$3,105.22</i>
WYATT ELECTRIC INC. - ALL DEPARTMENTS			\$3,105.22

WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$69.98
<i>WYOMING CAMERA OUTFI - Total For Police Administration</i>			<i>\$69.98</i>
WYOMING CAMERA OUTFI - ALL DEPARTMENTS			\$69.98

WYOMING FIRST AID

WYOMING FIRST AID	Weed & Pest Fund	Chemical Shed First Aid	\$148.75
<i>WYOMING FIRST AID - Total For Weed & Pest Fund</i>			<i>\$148.75</i>
WYOMING FIRST AID	WWTP Operations	First aid supplies	\$89.20
<i>WYOMING FIRST AID - Total For WWTP Operations</i>			<i>\$89.20</i>
WYOMING FIRST AID - ALL DEPARTMENTS			\$237.95

ZOHO CORPORATION

ZOHO CORPORATION	Information Services	Patch and Password Manager	\$5,097.00
<i>ZOHO CORPORATION - Total For Information Services</i>			<i>\$5,097.00</i>
ZOHO CORPORATION - ALL DEPARTMENTS			\$5,097.00

ZONAR SYSTEMS INC

ZONAR SYSTEMS INC	Refuse - Residential	Wiring for ALL new trucks	\$120.26
<i>ZONAR SYSTEMS INC - Total For Refuse - Residential</i>			<i>\$120.26</i>

ZONAR SYSTEMS INC - ALL DEPARTMENTS

\$120.26

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,216,779.45

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
 04/02/24

Additional Accounts Payable

<u>03/14/24</u>	Prewrits - Sales Tax	
	First Interstate Bank - Petty Cash (PD)	150.00
		150.00
 <u>03/21/24</u>	 Prewrits - Travel Reimbursement & Petty Cash	
	Keith McPheeters - Travel Reimbursement	34.63
	First Interstate Bank - Petty Cash (Community Development)	243.35
		277.98
	Total Additional AP	\$ 427.98

Payroll

<u>03/14/24</u>	City Payroll	
	Salary & Wages	923,513.10
	Other Employee Liabilities	3,222.90
	Internal Revenue Service	249,720.55
	Wyoming Retirement System	229,397.91
	State of Wyoming Workers Comp	21,920.52
	State of Wyoming Employee Benefits Insurance	377,741.79
	ICMA Retirement	25,069.36
	Lincoln National Life Insurance	17,109.17
	Orchard Trust Retirement	2,170.00
	Reliastar Life Insurance-Accident/Voya	2,238.81
	Pre-Paid Legal Services	36.90
		1,852,141.01
 <u>03/21/24</u>	 Fire Payroll	
	Salary & Wages	125,889.30
	Internal Revenue Service	20,307.47
	NCPERS Group	64.00
	Wyoming Retirement System	50,294.15
	State of Wyoming Workers Comp	3,180.07
	State of Wyoming Employee Benefits Insurance	61,818.32
	ICMA Retirement	5,583.78
	Orchard Trust Retirement	7,550.00
	Reliastar Life Insurance-Accident/Voya	162.23
		274,849.32
	Total Payroll	\$ 2,126,990.33
	Addendum Total	\$ 2,127,418.31

CITY of CASPER, WYOMING
CONFLICT CLAIMS
Council Meeting
04/02/24

Conflict Claims

03/14/24	Stephen Cathey	Travel Reimbursement	\$	491.53
		Claims Total	<u>\$</u>	<u>491.53</u>

March 13, 2024

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

FROM: Fleur Tremel, Chief of Staff
Amanda Ainsworth, City Clerk *AA*
Carla Mills-Laatsch, Licensing Specialist *cm8*

SUBJECT: Establish Public Hearing for Transfer of Ownership and Location for Retail Liquor License No. 24 from Alibi Bar & Lounge, Inc., d/b/a Alibi Bar & Lounge, Located at 1740 East Yellowstone to Homax Oil Sales, Inc., d/b/a Stop N Go, Located at 519 South Poplar

Meeting Type & Date

Regular Council Meeting - April 2, 2024

Action Type

Establish Public Hearing - Minute Action

Recommendation

That Council, by minute action, establish April 16, 2024 as the Public Hearing date for transfer of ownership and location for Retail Liquor License No. 24 from Alibi Bar & Lounge, Inc., d/b/a Alibi Bar & Lounge, located at 1740 East Yellowstone, to Homax Oil Sales, Inc., d/b/a Stop N Go, located at 519 South Poplar.

Summary

An application has been received requesting the transfer of ownership and location for Retail Liquor License No. 24 from Alibi Bar & Lounge, Inc., d/b/a Alibi Bar & Lounge, located at 1740 East Yellowstone, to Homax Oil Sales, Inc., d/b/a Stop N Go, located at 519 South Poplar.

If approved, this license will become non-operational. The applicant is in the early stages of demolishing the current convenience store. They will rebuild the convenience store with a package liquor located inside. Per Wyoming State Statute § 12.4.103(a)(iv), a license can remain non-operational for up to one year. Upon a showing of good cause by the licensee they can be granted an additional year. The applicant's goal is to be operational within a year.

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

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

Financial Considerations

The City of Casper will receive \$100 for the transfer of this license.


Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

March 28, 2024

MEMO TO: J. Carter Napier, City Manager 
FROM: Jacob Black, Fire Chief
Jack Moore, Deputy Fire Chief, Community Risk Reduction
SUBJECT: Ordinance Amending Section 15.40.105 of the Casper Municipal Code
Establishing a Fire Self-Inspection Program.

Meeting Type & Date

Regular Council Meeting

April 2, 2024

Action Type

Public Hearing - Ordinance

Recommendation

That Council, approve an ordinance amending Section 15.40.105 of the Casper Municipal Code, establishing a Fire Self-Inspection Program (FSIP).

Summary

Casper Fire-EMS Department (CF-EMS) staff has identified an opportunity to establish a Fire Self-Inspection Program (FSIP) to help ease the impact of operational costs related to fire and safety inspections for the City and provide businesses with education and information regarding fire code compliance and safety vulnerabilities. The goal of the implementation of the FSIP is to provide an opportunity for CF-EMS and the business community to work together to provide a higher level of fire and life safety for our community. FSIPs that are adopted by fire departments nationwide have yielded great results in achieving these goals. The program will provide educational materials and detailed guidelines on fire safety best practices, fire code violations, and how to perform a fire self-inspection.

The goal of the FSIP is to ease some burden to the CF-EMS Department Operations and Community Risk Reduction Division while still providing adequate fire and life safety for the visitors and citizens of the City of Casper. The program will benefit citizens and CF-EMS by providing a reduction in the frequency that Engine Companies and Fire Code Officials must perform fire inspection in lower acuity occupancies, while ensuring those occupancies still receive an adequate number of fire safety inspections. If the program is implemented, CF-EMS will periodically audit participating occupancies to ensure compliance with International Fire Code requirements.

Casper Fire-EMS Department has requested that Council substantiate the FSIP program through adoption in city ordinance.

During the March 12, 2024 work session, Council provided direction to move forward with the process to consider adoption of a new ordinance establishing a Fire Self-Inspection Program.

Financial Considerations

The implementation of an FSIP would result in a more efficient allocation of CF-EMS resources, and overall is budget neutral. This program is free to the occupancies and businesses that are eligible to participate, which is estimated to be 2/3 of the commercial occupancies in the City.

Commercial occupancies or businesses determined to be eligible for the FSIP, but which elect not to participate or are removed from the FSIP for non-participation, shall be required to have fire inspections performed by the CF-EMS personnel annually. Those occupancies/businesses requiring inspection by CF-EMS resources annually will be charged a service fee for those inspections. The fee schedule amount for inspections performed by CF-EMS personnel is determined by Council by resolution.

Oversight/Project Responsibility

Jacob C. J. Black, Fire-EMS Chief

Jack L. Moore, Deputy Fire Chief, Community Risk Reduction

Attachments

Ordinance

ORDINANCE NO. 8-24

AN ORDINANCE AMENDING CHAPTER 15.40 OF THE CASPER MUNICIPAL CODE AND CREATING SECTION 15.40.105 TITLED "SELF-INSPECTION PROGRAM."

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

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

WHEREAS, the City of Casper through the Casper Fire Department has identified a need to establish a self-inspection program to help ease the impact of operational costs related to fire and safety inspections for the City and provide businesses with education and information regarding fire code compliance and safety vulnerabilities; and,

WHEREAS, the goal of the implementation of a self-inspection program is to provide an opportunity for the Casper Fire Department and the business community to work together to provide a higher level of fire and life safety for our community; and,

WHEREAS, the self-inspection program will be tailored to business classifications that are statistically of lower fire risk.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of Chapter 15.40 of the Casper municipal code shall be replaced and codified as follows:

15.40.010 Adoption of the International Fire Code.

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

15.40.020 Establishment and duties of community risk reduction division.

- A. The International Fire Code shall be enforced by the community risk reduction division of the city, which shall be operated under the supervision of the fire chief.

- B. The chief in charge of the community risk reduction division shall be appointed by the city manager after consulting with the fire chief.
- C. The fire chief of the city may detail such members of the fire department as inspectors as shall, from time to time, be necessary. The fire chief shall recommend to the city manager the employment of technical inspectors to assist the chief of the community risk reduction division.

15.40.030 Definitions.

- A. Whenever the word "jurisdiction" is used in the International Fire Code, it shall be held to mean the city of Casper, Wyoming, and such city-owned property outside the city limits upon which the International Fire Code is made applicable.

15.40.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is to be prohibited.

The limits referred to in Section 5704.2.9.6.1 of the International Fire Code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited, shall apply in all areas within the jurisdiction.

EXCEPTION: Outside aboveground tanks which are located within a special enclosure, as described in Section 2306.2.6, or equivalent are permitted.

15.40.050 Establishments of limits in which bulk storage of liquefied petroleum gases is to be restricted.

The limits referred to in Section 6104.2 of the International Fire Code in which bulk storage liquefied petroleum gas is restricted, are all areas within the jurisdiction.

15.40.060 Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.

The limits referred to in Section 5604 of the International Fire Code, in which storage of explosives and blasting agents is prohibited, shall apply in all areas within the jurisdiction.

15.40.070 Establishment of limits of districts in which the storage of hazardous materials is to be prohibited or limited.

The limits referred to in Section 5001 of the International Fire Code in which the storage of hazardous materials is prohibited or limited, are established as follows: Quantities in excess of the amounts as listed in Tables 5003.1.1(1), (2), (3) and (4) shall only be allowed in the general industrial zone (M-2) of the jurisdiction.

15.40.080 Amendments made in the International Fire Code.

The following sections of the International Fire Code are deleted, modified or amended in the following respects:

- A. Chapter 112.3 is deleted and replaced as follows:

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

B. Chapter 105 Permits

Any fees associated with the issuance of permits shall be established by resolution of the city council.

C. Section 903.2 is amended as follows:

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

D. Section 5704.1 is amended as follows:

Section 5704.1 General.

1. Outside portable container storage of permitted flammable and combustible liquids shall only be allowed in the general industrial (M-2) zone of the jurisdiction.

2. Portable tank storage is prohibited.

EXCEPTIONS:

- 1) Portable tanks which are located within a special enclosure as described in Section 2306.2.6, or equivalent are permitted.
- 2) Temporary storage of flammable and combustible liquids used at construction sites.
- 3) Permits for portable tanks are to be issued only after inspection and approval by the division chief of the community risk reduction division and pursuant to Section 105.

E. Chapter 319. General to be amended to read:

Mobile food preparation vehicles, food stands, push carts or trailers that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section. However, non-enclosed food preparation vehicles, food stands, push carts and trailers are not required to install an exhaust hood and/or a fire protection system. Cooking appliances that have the manufacturers' built in venting systems are not required to have additional hood systems installed.

Intermediate appeals of Casper Fire Department inspections pursuant to this paragraph shall be made to the city council of Casper, which shall act as a board of appeal. Final appeal shall be to the State Fire Marshal, in accordance with state statute. Any person or entity adversely affected may appeal the fire department's decision, with regard to the suitability of alternate materials, methods of construction or interpretation of the building, mechanical, electrical, plumbing and fire codes and amendment thereto adopted by the city. Appeal shall be commenced by the person by giving written notice of such appeal and stating therein the decision and reasons for the appeal to the city council as board of appeals within a period of five working days of the decision. The Casper Fire Department shall present, in writing, to the Casper City Council as board of appeals within five working days thereafter, all facts and laws pertaining to the decision rendered by it.

The Casper City Council, as board of appeals, shall within thirty calendar days thereafter, hold a hearing and follow the hearing procedures set forth:

1. When an appeal is requested by an applicant, the city council, as board of appeal, shall set a time, date and place for such hearing, and so notify the appealing party and the fire department in writing. Such notice shall include a statement of:
 - i. The time, place and nature of the hearing.
 - ii. A copy of the written request for appeal and the fire department's response shall be attached as exhibits.
2. When a hearing is conducted, all interested parties may be in attendance and present testimony and exhibits and authorities upon which the parties rely. Each party may question witnesses.
3. Upon completion of the hearing, the city council or board shall render its decision, either affirming or reversing the decision of the fire department, or reversing in part or with qualifications of the decision of the fire department.

15.40.085 Nuisance fire alarms.

- A. Time Periods. For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code 2021 ed., shall be dated from the day of their occurrence.
- B. Registered Systems. Alarm systems registered with the city finance department shall be defined as registered systems.
- C. First Response. Casper Fire-EMS response to a premises with a registered system at which no other nuisance alarms have occurred within the same calendar year shall be referred to as a "first response." No penalty or administrative sanction shall be imposed by any first response. However, non-registered systems are subject to penalties in Article 4 upon first response and all subsequent responses.
- D. Third and Subsequent Response—Civil Penalty. When three or more nuisance alarms have occurred at any premises in any calendar year, the owner shall have committed the infraction of a "repetitive nuisance alarm." The civil penalty for a third and succeeding nuisance alarm in any calendar year shall be one hundred dollars per occurrence, in addition to any fees imposed pursuant to Section 15.40.110. Any nuisance alarm which results from a failure to take required corrective action to prevent such recurrence after notice thereof by the community risk reduction division and/or any nonpayment of any nuisance alarm penalty may result in the community risk reduction division providing written notice ordering the disconnection of such alarm until the required corrective action or payment of penalty has been made; provided, however, that no disconnection shall be ordered on any premises required by law to have an alarm system in operation.
- E. Notice of Violation.
 1. Responsibility for Issuance. The community risk reduction division shall be responsible for the issuance of written notices of infraction to the owner following the second and each succeeding nuisance alarm in any calendar

month. The community risk reduction division shall notify the city finance department of the amount of the penalties to be collected. It shall be the responsibility of the finance department to collect such penalties.

2. **Waive Imposition.** In the event the community risk reduction division determines that the nuisance alarm(s) occurred as a direct result of an interruption of electrical power, telephone system malfunction, an alarm equipment malfunction, or other causes beyond the control of the owner, the community risk reduction division may waive imposition of the applicable nuisance alarm penalty or administrative sanction.

15.40.090 Appeals.

Whenever the fire chief shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire chief to the Wyoming Council on Fire Protection and Electrical Safety within thirty days from the date of the decision appealed.

15.40.100 New materials, processes or occupancies which may require permits.

The city manager, the fire chief, and the chief of the fire prevention bureau community risk reduction division shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies, which shall require permits, in addition to those now enumerated in said code. The chief of the fire prevention bureau community risk reduction division shall make available such lists of permitted materials, processes or occupancies in and distribute copies thereof to interested persons upon request.

15.40.105 Self Inspection Program.

- A. Establishment of Self Inspection Program.** The City hereby establishes a Self-Inspection Program for the purpose of maintaining functions necessary for fire prevention.
- B. Classification of Commercial Occupancies Eligible to Participate.** Commercial Occupancies with a Classification and Use that are eligible to participate in the Self Inspection Program are “Business Group B”, “Factory Industrial Group F2 (Low Hazard)” and Storage Group S2 (Low Hazard) as defined by the International Building Code and adopted by this Chapter of the Casper Municipal Code, shall be eligible to participate in the Self Inspection Program.
- C. Frequency of Inspections.**
 1. **Self-Inspections.** Self-Inspections, performed by the business owner, manager, occupant or other duly authorized person shall be completed annually by December 31st of each year.

2. **On-Site Inspections.** On-site inspections by Casper Fire Personnel, absent exigent circumstances or public health and safety concerns, will be performed on a rotational basis averaging no more often than once every three (3) years. Inspections may also be performed if an International Fire Code violation is reported or if the Fire Department inspector has a reasonable suspicion that a violation exists.

D. Compliance.

1. The Fire Department shall deliver, in person, by certified mail or verified electronic delivery on an annual basis, its most current “Self-Inspection Packet” which shall be periodically approved by the Fire Chief, or his designee, to each registered occupancy identified under Section 15.40.105 B. within the City limits.
2. The owner, manager, occupant or other duly authorized person of said occupancy must complete the questions within the Self-Inspection Packet and return the Self-Inspection Form within thirty (30) days from the date of issuance by mail or by electronic submission designated by the Fire Chief, or his designee. The Fire Chief, or his designee, as soon as practicable after receipt of the Self-Inspection form, shall issue the owner, manager, or occupant of said occupancy with a letter which shall contain the following:
 - a. A notice that the Self-Inspection is complete, and no corrections or violations have been noted; or
 - b. A notice that provides details of any violations or deficiencies that were self-reported and timelines to complete any necessary corrective action(s).

E. Enforcement.

1. Any owner or occupant of a business, commercial or industrial facility qualifying for the Self Inspection Program but elects not to enroll or fails to successfully complete the Self-Inspection as requested by the Fire Chief, or his designee, in accordance with the procedures established herein, shall be charged a service fee for the fire code official or designee to perform such inspection.
2. The amount charged for service fees for fire inspections performed by the Fire Chief, or his designee, to check compliance with this Code and the International Fire Code, shall be set by resolution of the Governing Body. Non-payment of service fees is a violation of this Ordinance and the City may pursue any available legal remedies.
3. All violations or deficiencies identified on a property from the Self-inspection shall be corrected by occupant within thirty (30) days. If correction(s) cannot feasibly be made within thirty (30) days, the occupant shall provide written notice of impracticability and the reasons therefor to the fire chief for review. Then, if approved, the occupant shall proceed with corrections within a timeframe determined by the Fire Chief or his designee. The Fire Chief, or his designee, also has the right to shorten any timeframe to complete corrections when serious public health, safety and welfare concerns exist.

F. Registration Required, Contents.

1. Any owner or occupant of a business, commercial or industrial facility eligible for the Self Inspection Program, is required to register with the Casper Fire Department.
2. The Registration form/application shall include the following:
 - a. Name, address, telephone number and email.
 - b. Emergency contact information.
 - c. Business type.

15.40.110 Penalties.

Any person who shall violate any of the provisions of this code or fail to comply herewith or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications as plans submitted and approved hereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Wyoming Council on Fire Prevention and Electrical Safety, or by a court of competent jurisdiction within the time fixed herein shall be severally, for each and every such violation and non compliance, respectively, be guilty of a misdemeanor and the penalty for violation hereof shall be that set forth in Chapter 1.28 of this code.

The remainder of this page is intentionally left blank.

PASSED on 1st reading the ____ day of _____, 2024.

PASSED on 2nd reading the ____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 29, 2024

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

FROM: Liz Becher, Community Development Director

SUBJECT: Public hearing for consideration of an Ordinance amending Sections 8.40.040 8.44.060 of the Casper Municipal Code pertaining to administrative fees for litter, weed and pest control abatements.

Meeting Type & Date:

Regular Council Meeting, April 2, 2024

Action Type:

Public Hearing and first reading of an Ordinance

Recommendation:

That Council, by ordinance, amend Sections 8.40.040 and 8.44.060 of the Casper Municipal Code to allow the City to invoice property owners for administrative fees for forced litter, weed and pest control abatements.

Summary:

In July of 2023, the Code Enforcement Division presented concepts for several proposed Municipal Code amendments and/or policy changes with the goal of increasing efficiency and timeliness in obtaining compliance with Municipal Code violations. One of the recommended changes was to amend the Municipal Code to allow the imposition of administrative fees for forced abatements. Staff's proposal was again discussed at a City Council work session held on February 27, 2024, and Council provided staff with direction to move forward with an Ordinance amendment.

The Code Enforcement Division addresses many different types of Municipal Code violations and is able to obtain compliance in a majority of cases without going through a forced abatement process. In situations where code violations are not addressed by property owners, and the public nuisance poses a risk to the public, the City uses private contractors to mow properties, remove junk and litter, tow abandoned/junk vehicles, and demolish structures. The City is invoiced for the work by private contractors, and in turn, invoices the responsible property owner the same cost as a pass through. Currently, there is no incentive for property owners to abate their own violations because the cost is the same whether the property owner hires their own contractor, or if the City does so on their behalf.

The proposal to add an administrative fee to the actual cost of the forced abatement is good stewardship of funds, shifts the burden of paying for Code Enforcement costs to uncooperative violators, and incentivizes property owners to address their own violations rather than relying on the City to do so. A Resolution establishing administrative fees will be presented to Council at

their regular meeting scheduled for May 7, 2024, which will be concurrent with the third reading of the ordinance.

Financial Considerations:

Upon approval, the City will increase revenues to more adequately cover the City's costs related to forced abatement of violations.

Oversight/Project Responsibility:

Community Development Department – Code Enforcement Division

Attachments:

Ordinance

ORDINANCE NO. 9-24

AN ORDINANCE AMENDING SECTIONS 8.40.040 and 8.44.060 OF THE CASPER MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE FEES FOR LITTER, WEED AND PEST CONTROL ABATEMENTS

WHEREAS, upon a property owner's refusal to abate a violation of Chapters 8.40 (Litter Control) or 8.44 (Weed and Pest Control) of the Municipal Code the City Code Enforcement Division may authorize the removal of such nuisance, and the responsible party is liable for the cost to remedy the violation; and,

WHEREAS, Chapters 8.40 (Litter Control) and 8.44 (Weed and Pest Control) do not currently allow the City to collect administrative fees for abating violations of said chapters; and,

WHEREAS, the assessment of administrative fees when the City is forced to abate a nuisance/violation is good stewardship of public funds, will shift the burden of paying for code enforcement costs to uncooperative violators, and will incentivize property owners to address their own violations rather than relying on the City to do it on their behalf; and,

WHEREAS, it is the desire of the Casper City Council to amend Sections 8.40.040 and 8.44.060 of the Casper Municipal Code to allow the City to assess administrative fees for City-performed abatements related to litter, weed and pest control.

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

SECTION 1:

That Section 8.40.040 of the Casper Municipal Code is hereby amended to add Subsection C, as follows:

- C. The City Council shall, from time to time, determine and fix an amount to be assessed as administrative costs in relation to enforcement of this Chapter. The cost of administration may be set as a fixed sum per City-performed abatement, as a percentage of the actual cost of the City-performed abatement, or as a combination of both. The Administrative costs shall be considered part of the costs of removal and may be collected in the same manner.

SECTION 2:

That Section 8.44.060 of the Casper Municipal Code is hereby amended to add Subsection C, as follows:

- C. The City Council shall, from time to time, determine and fix an amount to be assessed as administrative costs in relation to enforcement of this Chapter. The cost of administration may be set as a fixed sum per City-performed abatement, as a percentage of the actual cost of the City-performed abatement, or as a combination of both. The Administrative costs shall be considered part of the costs of removal and may be collected in the same manner.

SECTION 3:

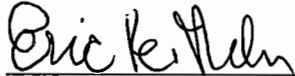
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 202__.

PASSED on 2nd reading the ____ day of _____, 202__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 202__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 11, 2024

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Chief of Staff *FT*
Amanda Ainsworth, City Clerk *AA*
Carla Mills-Laatsch, Licensing Specialist *CM&L*
SUBJECT: Public Hearing for New Restaurant Liquor License No. 53 for Brew Story, LLC
d/b/a Frontier Brewing Company, Located at 150 West 2nd Street.

Meeting Type & Date

Regular Council Meeting - April 2, 2024

Action Type

Public Hearing - Minute Action

Recommendation

That Council, by minute action, approve the application for a new Restaurant Liquor License No. 53 for Brew Story, LLC d/b/a Frontier Brewing Company, located at 150 West 2nd Street.

Summary

An application has been received requesting new Restaurant Liquor License No. 53 for Brew Story, LLC d/b/a Frontier Brewing Company, located at 150 West 2nd Street.

Restaurant liquor licenses must have a dispensing area rather than a dispensing room. City Council will consider approving a dispensing “area”, and the area must be age restricted to individuals 18 and over. No consumption can take place in this area. Establishments issuing restaurant liquor licenses must also prepare and serve meals for on-premises consumption. Frontier Brewing Company plans to serve fries, pizza, chicken wings, chicken strips and various sides.

This address also has an active microbrew liquor license. Wyoming Statute § 12-5-201 allows for more than one licensed or permit holder to operate in the same licensed building

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

Financial Considerations

The City of Casper will receive \$1500 for this license.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Application

Affidavit of publication on website

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:	_____	____/____/____
Mgr:	_____	____/____/____

To be completed by City / Town / County Clerk

Local License #: Restaurant #53

License Fees: Annual Fee: \$ 1492.00 Date filed with clerk: 02/26/2024

Prorated Fee: \$ _____ Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 03/21/2024 & 3/26/2024

Transfer Fee: \$ _____ Public Hearing Date: 4/10/2024

Publishing Fee: \$ _____ Publishing Fee Direct Billed to Applicant:

License Term: 04/03/2024 Through 03/31/2025
Month Day Year Month Day Year

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

Applicant (Business Name): Brew Story, LLC

Doing Business As (DBA) / Trade Name: dba Frontier Brewing Company

Building to be licensed / Building Address: 150 W 2nd Street
(Address Number, and Suite or Unit Number, and Street or Road Name)
Casper WY 82601 Natrona
City State Zip County

Local Mailing Address: PO Box 311
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
Casper WY 82602 Natrona
City State Zip County

Local Business Telephone Number: 307-337-1000 Fax Number: _____

Business E-Mail Address: todd@cowboystate.com

Business Primary Contact: Todd Titus
First Name Last Name

FILING FOR <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OF OWNERSHIP <input type="checkbox"/> ASSIGNMENT LETTER MUST BE ATTACHED FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY / TOWN OF: <u>Casper</u> <input type="checkbox"/> COUNTY OF: _____	FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> LLLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LC <input type="checkbox"/> CORPORATION (INC) <input type="checkbox"/> POLITICAL SUBDIVISION <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE) <input type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE LIMITED RETAIL LIQUOR LICENSE (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY PERMIT <input type="checkbox"/> WINERY PERMIT <input type="checkbox"/> MANUFACTURER SATELLITE PERMIT <input type="checkbox"/> WINERY SATELLITE PERMIT <input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT <input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT
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SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

<input type="checkbox"/> COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) <input type="checkbox"/> GOLF CLUB (W.S. 12-5-201(f)) <input type="checkbox"/> GUEST RANCH (W.S. 12-5-201(f))	<input type="checkbox"/> RESORT (W.S. 12-4-401(iv) / 12-5-201(f)) <input type="checkbox"/> GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f)) <input type="checkbox"/> Other: _____
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OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

FULL TIME MONTHS OF OPERATION from _____ to _____ All Year (Jan-Dec)

SEASONAL DAYS OF WEEK OF OPERATION from Tues to Sun Every Day (Mon-Sun)

NON-OPERATIONAL / PARKED HOURS OF OPERATION from T-F 3-10P to Sat 11-10P 24 Hours a Day

Sun 11-3P

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. YES (own)
- (b) The Applicant **LEASES** the licensed building. YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) Sales provision for alcoholic or malt beverages; located, on page _____ paragraph _____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? YES NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? YES NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? YES NO
- 1. If YES, is a copy of the food and beverage contract or lease attached? YES NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? YES NO

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) YES NO
- 1. If YES to (e), is a copy of the food and beverage contract or lease attached? YES NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? YES NO

If YES, a wholesale malt beverage license from the Liquor Division will be required.

letter attached

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?
(b) Has the fraternal organization been actively in existence for at least twenty (20) years?

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?
(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

- (a) Does the golf club have more than fifty (50) bona fide members?
(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?
(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?
1. Will food and beverage services be contracted or subcontracted?
2. If YES, is a copy of the food and beverage contract or lease attached?

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Is a true copy of the club bylaws attached to this application?
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below. (If more information is required, list on a separate piece of paper and attach to this application.)

Table with 7 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip, Residence Phone Number, Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?, Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?, any Violation Relating to Alcoholic Liquor or Malt Beverages? Each row contains YES/NO checkboxes.

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below. (If more information is required, list on a separate piece of paper and attach to this application)

Table with columns: True and Correct Name, Date of Birth, Residence Address, Residence Phone Number, No. of Years in Corp or LLC, % of Corporate Stock or Ownership Held, and two columns for felony violations related to alcoholic beverages.

REQUIRED ATTACHMENTS:

- List of required attachments including financial statements, transfer forms, lease agreements, and club bylaws.

OATH OR VERIFICATION

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

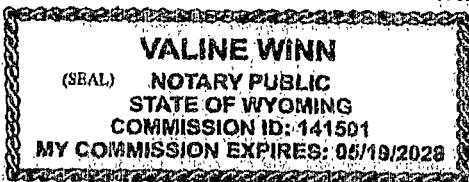
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)) SS. COUNTY OF Natrona)

Signed and sworn to before me on this 20 day of February, 2024 that the facts alleged in the foregoing instrument are true by the following:

Signatures and titles of Shawn Huck, Todd Titus, and Bruce G. Carpenter.

Witness my hand and official seal:



Signature of Notary Public: Valine Winn

My commission expires: 5-19-28

February 15, 2024

MEMO TO: J. Carter Napier, City Manager *JD in Tan*

FROM: Justin Scott, Chief Building Official *JS*

CC: Liz Becher, Community Development Director
Keith McPheeters, Casper Police Chief
Eric Nelson, City Attorney

SUBJECT: Ordinance Repealing Section 15.16.010 – Building Construction Prohibited During Certain Hours and Ordinance Amending Chapter 8.20 - Noise

Meeting Type & Date:

Regular Council Meeting, March 19, 2024.

Action Type:

Public Hearing and First Reading of an Ordinance Repealing Section 15.16.010 – Building Construction Prohibited During Certain Hours and an Ordinance Amending Chapter 8.20 - Noise.

Recommendation:

That Council, by ordinance, approve an Ordinance Repealing Section 15.16.010 – Building Construction Hours Prohibited During Certain Hours and an Ordinance Amending Chapter 8.20 - Noise.

Summary:

In a Council Pre-Meeting held on February 6, 2024, Chief Building Official Justin Scott reported that the current Ordinance regulating hours for construction activity, Section 15.16.010, is extremely vague in how it is written which makes enforcing it difficult for both Community Development and the Casper Police Department. As written, the Ordinance applies to everyone residing in the City of Casper. Therefore, nobody is technically allowed to perform any form of commercial or residential construction other than during the hours of 7 a.m. to 6 p.m., Monday through Friday. The Ordinance does not account for the climate that we live in, current labor practices, nor the current state of supply chain issues which lead to project delays.

The Building Division met with the City Attorney and the Chief of Police to discuss the best path of enforcement. The recommendation brought to Council at the Pre-Meeting was to repeal Section 15.16.010 and move the enforcement of construction hours/activities to Chapter 8.20 – Noise, Section 8.20.030 as an exception. The recommendation was to line up allowed construction hours within our already established and regulated noise hours of 7 a.m. to 9 p.m. This would increase permitted times for construction activities to occur 7 days a week and account for longer days during our warmer months. Council directed staff to proceed with re-writing the Ordinances to reflect the Repeal of 15.16.010 with the regulation of the hours for construction activity being moved to Chapter 8.20 – Noise.

Financial Considerations:

None.

Oversight/Project Responsibility:

The City of Casper Building Division is responsible for enforcing all City of Casper municipal and building codes, and performing all inspections required by municipal code and the International Codes.

The Casper Police Department responds to after-hours complaint calls and is responsible for enforcing 15.16.010 and 8.20 as the events are happening.

Attachments:

Casper Municipal Code Ordinance Repealing Section 15.16.010

Casper Municipal Code Ordinance Amending Chapter 8.20

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 15.16.010 –
BUILDING CONSTRUCTION PROHIBITED DURING
CERTAIN HOURS - EXCEPTIONS.

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

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

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

WHEREAS, the governing body of the City of Casper wishes to amend the following sections of the Casper Municipal Code to address noise caused by commercial or residential building repair, maintenance, and construction as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 15.16.010 of the Municipal Code is repealed:

15.16.010 ~~Building construction prohibited during certain hours—Exceptions~~ Repealed.

~~The erection (including excavating), demolition, alteration or repair of any building other than between the hours of seven a.m. and six p.m. on weekdays, is declared to be unlawful except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of six p.m. and seven a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of six p.m. and seven a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work.~~

~~(Prior code § 26-8)~~

PASSED on 1st reading the ____ day of _____, 2024.

PASSED on 2nd reading the ____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

ORDINANCE NO. 6-24

AN ORDINANCE REPEALING SECTION 15.16.010 –
BUILDING CONSTRUCTION PROHIBITED DURING
CERTAIN HOURS - EXCEPTIONS.

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

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

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

WHEREAS, the governing body of the City of Casper wishes to amend the following sections of the Casper Municipal Code to address noise caused by commercial or residential building repair, maintenance, and construction as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 15.16.010 of the Municipal Code is repealed:

15.16.010 Repealed.

PASSED on 1st reading the 19th day of March, 2024.

PASSED on 2nd reading the ____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:

Eric K. Helm

ATTEST

CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

February 15, 2024

MEMO TO: J. Carter Napier, City Manager *?? in Ten*
FROM: Justin Scott, Chief Building Official *>>*
CC: Liz Becher, Community Development Director
Keith McPheeters, Casper Police Chief
Eric Nelson, City Attorney
SUBJECT: Ordinance Repealing Section 15.16.010 – Building Construction Prohibited During
Certain Hours and Ordinance Amending Chapter 8.20 - Noise

Meeting Type & Date:

Regular Council Meeting, March 19, 2024.

Action Type:

Public Hearing and First Reading of an Ordinance Repealing Section 15.16.010 – Building Construction Prohibited During Certain Hours and an Ordinance Amending Chapter 8.20 - Noise.

Recommendation:

That Council, by ordinance, approve an Ordinance Repealing Section 15.16.010 – Building Construction Hours Prohibited During Certain Hours and an Ordinance Amending Chapter 8.20 - Noise.

Summary:

In a Council Pre-Meeting held on February 6, 2024, Chief Building Official Justin Scott reported that the current Ordinance regulating hours for construction activity, Section 15.16.010, is extremely vague in how it is written which makes enforcing it difficult for both Community Development and the Casper Police Department. As written, the Ordinance applies to everyone residing in the City of Casper. Therefore, nobody is technically allowed to perform any form of commercial or residential construction other than during the hours of 7 a.m. to 6 p.m., Monday through Friday. The Ordinance does not account for the climate that we live in, current labor practices, nor the current state of supply chain issues which lead to project delays.

The Building Division met with the City Attorney and the Chief of Police to discuss the best path of enforcement. The recommendation brought to Council at the Pre-Meeting was to repeal Section 15.16.010 and move the enforcement of construction hours/activities to Chapter 8.20 – Noise, Section 8.20.030 as an exception. The recommendation was to line up allowed construction hours within our already established and regulated noise hours of 7 a.m. to 9 p.m. This would increase permitted times for construction activities to occur 7 days a week and account for longer days during our warmer months. Council directed staff to proceed with re-writing the Ordinances to reflect the Repeal of 15.16.010 with the regulation of the hours for construction activity being moved to Chapter 8.20 – Noise.

Financial Considerations:

None.

Oversight/Project Responsibility:

The City of Casper Building Division is responsible for enforcing all City of Casper municipal and building codes, and performing all inspections required by municipal code and the International Codes.

The Casper Police Department responds to after-hours complaint calls and is responsible for enforcing 15.16.010 and 8.20 as the events are happening.

Attachments:

Casper Municipal Code Ordinance Repealing Section 15.16.010

Casper Municipal Code Ordinance Amending Chapter 8.20

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 8.20 – NOISE, OF
THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper wishes to amend the following sections of the Casper Municipal Code to address noise caused by commercial or residential building repair, maintenance, and construction as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Chapter 8.20 of the Municipal Code is amended and shall be replaced and codified as follows:

8.20.010 Definitions.

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

- A. "Ambient noise" means ~~all-encompassing~~ **all-encompassing** noise associated with a given environment, being usually a composite of sounds from many sources, near and far.
- B. "A-weighted sound pressure level" means sound pressure level as measured with a sound-level meter using the A-weighting network. The standard unit notation is dB (A).
- C. "Decibel" means logarithm and dimensionless unit of measures used in describing the amplitude of sound. Denoted as dB.
- D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.
- E. "Sound-level meter" means an instrument, including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of noise and sound levels in a specified manner, as per American National Standards Institute Publication S 1.4-1971.

- F. "Sound pressure level" means twenty times the logarithm to the base ten of the ratio of the root mean square pressure of a sound to the reference pressure, which is 20×10^{-6} micronewtons per meter squared.
- G. All technical terminology used in this chapter, unless its context otherwise requires, shall be defined in accordance with American National Standard Institute (ANSI) Publication S 1.1-1960, revised 1971, or successor publications.

8.20.020 Loud and unnecessary noises—General regulations.

It is unlawful for any person to make, continue to cause to be made or continued, any loud, unnecessary or unusual noise or noises by yelling, singing, whistling, shouting or otherwise, which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any person within the city. It is unlawful for any person to use, operate or permit to be played, used or operated, any radio receiving set, musical instrument, phonograph or other machine or device for the production or reproduction of sound in any manner that disturbs the peace, quiet and comfort of any person in the city at any time with a louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of such set, instrument, phonograph, machine or device so as to generate a sound pressure level in excess of 15 dB (A) over the levels allowable in Table 8.20.040 measured at a distance of not less than fifty feet from such building, structure or vehicle and of any time duration, shall be prima facie evidence of a violation of this section.

8.20.030 Exemption for certain uses and activities.

The following uses and activities shall be exempt from noise level regulations:

- A. Noise of safety signals and warning devices;
- B. Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;
- C. Noises resulting from emergency work or noise levels for which a special permit has been granted as hereinafter provided for.
- D. Noise caused by commercial or residential building repair, maintenance, or construction, grounds construction or maintenance, or excavation and construction on streets and highways, between the hours of 7 a.m. and 9 p.m.
 - 1. Noise shall be limited to any tools or equipment used in construction, drilling, earthmoving, maintenance, or demolition, provided that all equipment is functioning as designed by the manufacture and all motorized equipment used in such activities is equipped with functioning mufflers.
 - 2. Construction activities may be permitted to be performed during the hours of 9 p.m. to 7 a.m. by obtaining a Special Permit as required by Section 8.20.060.

8.20.040 Districts—Maximum sound levels.

- A. It is unlawful to project a sound level, excluding noise emanating from cars, trucks or motorcycles, from one property into another property within the boundary of a use district, which exceeds the limiting noise spectra set forth in Table 8.20.040 in subsection D of this section. Sound level shall not be projected for more than ninety percent of any measurement period, which shall not be less than ten minutes.
- B. Sound projected from one use district into another use district with a different noise level limit shall not exceed the limits of the districts into which the noise is projected.
- C. 1. The measure of sound shall be made with a sound-level meter and shall meet the standards prescribed by the American National Standards Institute Type II or better.
 - 2. The slow meter response of the sound level meter shall be used in order to best determine that the average amplitude has not exceeded the limiting noise spectra set forth in Table 8.20.040 in subsection D of this section.
 - 3. The measurement shall be made at or beyond the property line of the property on which such sound pressure level is generated or perceived, at approximately five feet above ground.
- D. In the case of an elevated or directional sound source, compliance with the noise limits is to be maintained at any elevation at the boundary.

Table 8.20.040

LIMITING NOISE LEVELS FOR USE DISTRICT

Maximum permissible sound pressure levels in decibels dB (A)

Day 7:00 a.m.—9:00 p.m.

Night 9:00 p.m.—7:00 a.m.

	Residential	Business	Commercial	Industrial
Day	55	60	70	80
Night	50	55	65	75

8.20.050 Motorized vehicles.

It is unlawful to operate a motorized vehicle within the city limits which creates a sound pressure level which exceeds the noise level limits set forth in Table 8.20.050 in this section to be measured in accordance with subdivision 1 of subsection C of Section 8.20.040, at speeds of forty m.p.h. or less, or in posted speed limit zones of forty m.p.h. or less.

**Table 8.20.050
MAXIMUM ALLOWABLE LIMIT**

- A. Vehicles over ten thousand pounds: Ninety dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.

- B. Under ten thousand pounds: Eighty dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.
- C. Motorcycles: Eighty dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.
- D. Domestic power equipment: Eighty dB (A) measured at a point beyond property line—maximum limit.
- E. Mufflers required: It is unlawful for any person to operate, or for the owner to cause or knowingly permit the operation of, any vehicle or a combination of vehicles within the city which is not equipped with an adequate muffler in constant operation and properly maintained to prevent any unnecessary noise; no such muffler or exhaust system shall be modified from original factory configuration except that the modification shall have the necessary components to provide:
 - 1. One or two exhaust manifolds and one or two exhaust pipes or one or two exhaust collector-header assemblies;
 - 2. One or two mufflers of adequate type to cause the exhaust noise emissions to conform to noise levels dictated in Table 8.20.050 as allowed for the particular vehicle described;
 - 3. One or two tail pipes which will extend at least four inches beyond the limits of the passenger-carrying compartments of the vehicles, also to extend beyond the outer limits of the vehicle dimensions, and no such muffler or exhaust system shall be modified or used with a cutoff, bypass or similar device.

8.20.060 Special permit—Application.

- A. Applications for a permit for relief from the noise level designated in this chapter on the basis of undue hardship may be made to the city manager or his duly authorized representative. Any permit granted by the city manager hereunder shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit may be effective. The city manager or his duly authorized representative may grant the relief as applied for if he finds:
 - 1. That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this chapter; or
 - 2. The activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with other subsections of this section; or
 - 3. That no other reasonable alternative is available to the applicant.
- B. The city manager may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

8.20.070 Violation—Penalty.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor and may be punished in accordance with Chapter 1.28 of this code. Each day such violation is committed or permitted to continue shall constitute a separate offense.

8.20.080 Violation—Additional remedy.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision hereof and which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

PASSED on 1st reading the ____ day of _____, 2024.

PASSED on 2nd reading the ____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

ORDINANCE NO. 7-24

AN ORDINANCE AMENDING CHAPTER 8.20 – NOISE, OF
THE CASPER MUNICIPAL CODE.

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

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

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

WHEREAS, the governing body of the City of Casper wishes to amend the following sections of the Casper Municipal Code to address noise caused by commercial or residential building repair, maintenance, and construction as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Chapter 8.20 of the Municipal Code is amended and shall be replaced and codified as follows:

8.20.010 Definitions.

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

- A. "Ambient noise" means all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far.
- B. "A-weighted sound pressure level" means sound pressure level as measured with a sound-level meter using the A-weighting network. The standard unit notation is dB (A).
- C. "Decibel" means logarithm and dimensionless unit of measures used in describing the amplitude of sound. Denoted as dB.
- D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.
- E. "Sound-level meter" means an instrument, including a microphone, an amplifier, an output meter and frequency weighting networks for the measurement of noise and sound levels in a specified manner, as per American National Standards Institute Publication S 1.4-1971.

- F. "Sound pressure level" means twenty times the logarithm to the base ten of the ratio of the root mean square pressure of a sound to the reference pressure, which is 20×10^{-6} micronewtons per meter squared.
- G. All technical terminology used in this chapter, unless its context otherwise requires, shall be defined in accordance with American National Standard Institute (ANSI) Publication S 1.1-1960, revised 1971, or successor publications.

8.20.020 Loud and unnecessary noises—General regulations.

It is unlawful for any person to make, continue to cause to be made or continued, any loud, unnecessary or unusual noise or noises by yelling, singing, whistling, shouting or otherwise, which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any person within the city. It is unlawful for any person to use, operate or permit to be played, used or operated, any radio receiving set, musical instrument, phonograph or other machine or device for the production or reproduction of sound in any manner that disturbs the peace, quiet and comfort of any person in the city at any time with a louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of such set, instrument, phonograph, machine or device so as to generate a sound pressure level in excess of 15 dB (A) over the levels allowable in Table 8.20.040 measured at a distance of not less than fifty feet from such building, structure or vehicle and of any time duration, shall be prima facie evidence of a violation of this section.

8.20.030 Exemption for certain uses and activities.

The following uses and activities shall be exempt from noise level regulations:

- A. Noise of safety signals and warning devices;
- B. Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;
- C. Noises resulting from emergency work or noise levels for which a special permit has been granted as hereinafter provided for.
- D. Noise caused by commercial or residential building repair, maintenance, or construction, grounds construction or maintenance, or excavation and construction on streets and highways, between the hours of 7 a.m. and 9 p.m.
 - 1. Noise shall be limited to any tools or equipment used in construction, drilling, earthmoving, maintenance, or demolition, provided that all equipment is functioning as designed by the manufacture and all motorized equipment used in such activities is equipped with functioning mufflers.
 - 2. Construction activities may be permitted to be performed during the hours of 9 p.m. to 7 a.m. by obtaining a Special Permit as required by Section 8.20.060.

8.20.040 Districts—Maximum sound levels.

- A. It is unlawful to project a sound level, excluding noise emanating from cars, trucks or motorcycles, from one property into another property within the boundary of a use district, which exceeds the limiting noise spectra set forth in Table 8.20.040 in subsection D of this section. Sound level shall not be projected for more than ninety percent of any measurement period, which shall not be less than ten minutes.
- B. Sound projected from one use district into another use district with a different noise level limit shall not exceed the limits of the districts into which the noise is projected.
- C. 1. The measure of sound shall be made with a sound-level meter and shall meet the standards prescribed by the American National Standards Institute Type II or better.
 - 2. The slow meter response of the sound level meter shall be used in order to best determine that the average amplitude has not exceeded the limiting noise spectra set forth in Table 8.20.040 in subsection D of this section.
 - 3. The measurement shall be made at or beyond the property line of the property on which such sound pressure level is generated or perceived, at approximately five feet above ground.
- D. In the case of an elevated or directional sound source, compliance with the noise limits is to be maintained at any elevation at the boundary.

Table 8.20.040

LIMITING NOISE LEVELS FOR USE DISTRICT

Maximum permissible sound pressure levels in decibels dB (A)

Day 7:00 a.m.—9:00 p.m.

Night 9:00 p.m.—7:00 a.m.

	Residential	Business	Commercial	Industrial
Day	55	60	70	80
Night	50	55	65	75

8.20.050 Motorized vehicles.

It is unlawful to operate a motorized vehicle within the city limits which creates a sound pressure level which exceeds the noise level limits set forth in Table 8.20.050 in this section to be measured in accordance with subdivision 1 of subsection C of Section 8.20.040, at speeds of forty m.p.h. or less, or in posted speed limit zones of forty m.p.h. or less.

**Table 8.20.050
MAXIMUM ALLOWABLE LIMIT**

- A. Vehicles over ten thousand pounds: Ninety dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.

- B. Under ten thousand pounds: Eighty dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.
- C. Motorcycles: Eighty dB (A) measured at or beyond twenty-five feet from near edge of land or roadway—maximum limit.
- D. Domestic power equipment: Eighty dB (A) measured at a point beyond property line—maximum limit.
- E. Mufflers required: It is unlawful for any person to operate, or for the owner to cause or knowingly permit the operation of, any vehicle or a combination of vehicles within the city which is not equipped with an adequate muffler in constant operation and properly maintained to prevent any unnecessary noise; no such muffler or exhaust system shall be modified from original factory configuration except that the modification shall have the necessary components to provide:
 - 1. One or two exhaust manifolds and one or two exhaust pipes or one or two exhaust collector-header assemblies;
 - 2. One or two mufflers of adequate type to cause the exhaust noise emissions to conform to noise levels dictated in Table 8.20.050 as allowed for the particular vehicle described;
 - 3. One or two tail pipes which will extend at least four inches beyond the limits of the passenger-carrying compartments of the vehicles, also to extend beyond the outer limits of the vehicle dimensions, and no such muffler or exhaust system shall be modified or used with a cutoff, bypass or similar device.

8.20.060 Special permit—Application.

- A. Applications for a permit for relief from the noise level designated in this chapter on the basis of undue hardship may be made to the city manager or his duly authorized representative. Any permit granted by the city manager hereunder shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit may be effective. The city manager or his duly authorized representative may grant the relief as applied for if he finds:
 - 1. That additional time is necessary for the applicant to alter or modify his activity or operation to comply with this chapter; or
 - 2. The activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with other subsections of this section; or
 - 3. That no other reasonable alternative is available to the applicant.
- B. The city manager may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

8.20.070 Violation—Penalty.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor and may be punished in accordance with Chapter 1.28 of this code. Each day such violation is committed or permitted to continue shall constitute a separate offense.

8.20.080 Violation—Additional remedy.

The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision hereof and which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

PASSED on 1st reading the 19th day of March, 2024.

PASSED on 2nd reading the ____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:

Eric K. [Signature]


ATTEST

CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 25, 2024

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation and Public Facilities Director
Randy Norvelle, Parks Manager

SUBJECT: Authorizing a Lease Agreement with Johnson Restaurant Group, Inc. for the Operation of the Casper Municipal Golf Course 19th Hole Restaurant.

Meeting Type & Date:
Regular Council Meeting
April 2, 2024

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a lease agreement with Johnson Restaurant Group, Inc. for the operation of the 19th Hole Restaurant at the Casper Municipal Golf Course.

Summary:
Johnson Restaurant Group, Inc., has been operating the 19th Hole Restaurant at the Casper Municipal Golf Course since 2020. Over the previous 4 years, Johnson Restaurant Group, Inc. has provided stable, consistent, and high-quality food and beverage service that golfing and non-golfing patrons have enjoyed and grown to expect from the 19th Hole Restaurant.

The 19th Hole offers a full restaurant and bar service. It is open daily during the golf season, from April through October, and hosts private parties throughout the year.

Changes from the previous lease are outlined below:

- Under the previous lease agreement, Johnson Restaurant Group paid 3% of gross receipts per month for all business transacted at the 19th Hole Restaurant for the first year of the term, 4% for the second year, and 5% for the third year. This agreement requires 5% of gross receipts each year of the three-year term.
- Under the terms of the new agreement, Johnson Restaurant Group will keep the restaurant in good order and be responsible for minor repairs to the facility that total \$750 or less. The City will pay for repairs that exceed \$750. Under the previous lease, the City of Casper paid for all repairs in excess of \$250.
- The term of the previous lease was one (1) year with option to renew for two (2) additional one (1) year terms. The term of the new lease is April 1, 2024 through March 31, 2027.

Financial Consideration:

Johnson Restaurant Group, Inc. will pay the City 5% of the gross receipts per month for all business transacted at the 19th Hole Restaurant through the lease term. Based on FY23 receipts, the lease is expected to generate at least \$30,000 annually for the Municipal Golf Course.

Oversight/Project Responsibility:

Randy Norvelle, Parks Manager

Attachments:

Resolution

Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement", entered into this ____ day of _____, 2024, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City or Lessor," and Johnson Restaurant Group, Inc., a Wyoming 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 Casper Municipal Golf Course, located at 2120 Allendale Boulevard, Casper, Wyoming, 82601; and,
- B. **Lessee** desires to enter into a nonexclusive lease of the City of Casper Municipal Golf Course Clubhouse to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Johnson Restaurant Group, Inc., 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 the entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard consisting of entryways, dining room, veranda, staircase, closets, restrooms, bar office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshops garage, and storage area hereinafter referred to as "premises", as shown in "Exhibit A," attached and hereby made a part of this Agreement.

The City of Casper Municipal Golf Course, as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

- B. The **Lessor** specifically approves the sales of alcoholic liquor and malt beverages by the **Lessee** on the Golf Course subject to applicable law and extends this Lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the **Lessor** which will be the primary activity of the Golf Course, and **Lessee** agrees not to interfere with same.

The parties understand that the **Lessor**, as a political subdivision, holds a Golf Club

Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. §12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this Lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

C. The premises are leased to Lessee in an **AS-IS CONDITION, WITHOUT WARRANTY, 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 sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All rights, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this Lease. Lessee shall provide a food, beverage, and concession service level that maximizes the patronage of the golfing community and general public. Lessee shall keep the leased premises in good, clean, and sanitary conditions and shall ensure that all food served is of first quality, wholesome, and pure, and merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, who can order, purchase, dispense, inventory, track, control, and handle the waste stream of all products, materials, and supplies involved in the 19th Hole Restaurant, course concession, bar/lounge, dining room service, and maintenance functions. Lessee shall be reliable, responsible, and responsive to the needs of the customers, patrons, and the City of Casper, including hours of operation, to maximize revenues to the City of Casper.

3. TERM:

The term of this Lease shall be for a period commencing on April 1, 2024, through March 31, 2027.

4. FEES:

Lessee shall pay to the Lessor a fee of five percent (5%) of the gross receipts per month for all business transacted at the 19th Hole Restaurant during the Lease term. Gross receipts are defined as total receipts, less sales tax. All fees are due and payable to the Lessor on or before the 15th day of each month of this Lease. Lessee's failure to pay Lessor the above described fee on or before the 20th day of any month of this Lease shall be considered default by the Lessee of the terms and conditions of this Lease.

5. ASSIGNMENT/SUBLEASING:

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. INVENTORY:

Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before April 1st 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 her designee.

7. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing.

8. NON-DISCRIMINATION:

The **Lessee** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

9. 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.

10. PERMITS, LICENSES, AND TAXES

Lessee shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The **Lessee** shall at his own expense and cost, procure and keep in force during the entire period of the Lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the **Lessor**).

11. INSURANCE, INDEMNIFICATION AND IMMUNITY:

A. Lessee shall procure and maintain for the duration of the Agreement 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 Lessee 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 in 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 the City.

7. Verification of Coverage

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required

documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

8. *Special Risks or Circumstances*

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **USE OPERATIONS PLAN:**

The Lessee, prior to the execution of this Agreement, shall submit a Use Operations Plan to the Parks and Recreation Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s), and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. 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.

13. **ADVERTISING:**

- A. Lessee shall have the right to procure and install, affix, maintain, and replace appropriate signs 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 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 at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any damage to the leased premises that is not properly repaired if and when the advertising is removed.

14. **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. All installed door locks on the premises will remain consistent with the City's master lock systems.

15. MAINTENANCE:

Lessee shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, 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, plumbing, electrical, and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750.00) per repair. The **Lessee** will be responsible for all repairs Seven Hundred Fifty Dollars (\$750.00) per repair or less and will maintain the leased premises as further described below. The **Lessee** is liable for all damages that occur to the facility during this Lease term.

Lessee shall ensure that the facility is maintained so as to present as visually pleasing appearance as possible. **Lessee** shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, state, and 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, Recreation and Public Facilities 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, Recreation and Public Facilities or its designated representative.

17. UTILITIES:

Lessor shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, water, and the servicing of restrooms, and shall pay for all charges as and when due.

18. DEFAULT:

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Lease 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 therefore, and without prejudice to any remedy allowed by law or equity.

19. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

20. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. 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.

21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall, at the expiration of the Lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Lessee** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Lessee** at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Lessee**. **Lessor** has the option to purchase all of the removable property that the **Lessee** has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

22. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the **Lessee**, shall be and remain the sole and separate property of the **Lessor**.

23. BUSINESS RECORDS:

- A. **Lessee** shall, with respect to all business done at the Casper Municipal Golf Course, keep true and accurate accounts, records, books, and data which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and also gross receipts of said business and the aggregate amount of sales and services and orders and of all **Lessee's** business expenses upon the leased premises.
- B. **Lessor** and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, **Lessee** shall furnish the **Lessor** with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

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
Parks Division
1800 East K Street
Casper, Wyoming 82601

Johnson Restaurant Group, Inc.
Attn: John D. Johnson
2230 Bryan Stock Trail
Casper, Wyoming 82601

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 Lease is 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 Lease, 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 groundwater 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 that may have been deposited on the property by any party, including third parties, and shall report any condition that 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 precautions 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 Lease 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 Johnson Restaurant Group, Inc., may terminate this Agreement anytime by providing thirty (30) days written notice to City or Johnson Restaurant Group, Inc., of intent to terminate said Agreement. Notwithstanding the above, the Johnson Restaurant Group, Inc., shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Johnson Restaurant Group, Inc., or any breach of the Agreement by Johnson Restaurant Group, Inc.

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** nor 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 or 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

Amanda Ainsworth
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Stephen Cathey
Mayor

LESSEE:

Johnson Restaurant Group, Inc.
2230 Bryan Stock Trail
Casper, WY 82601

WITNESS:

By: [Signature]
Title: Parks Manager

By: [Signature]
Title: President

RESOLUTION NO. 24-50

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH JOHNSON RESTAURANT GROUP, INC., FOR OPERATION OF THE 19TH HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

WHEREAS, the City of Casper desires to enter into a lease agreement for the services of a restaurant operation in the 19th Hole Restaurant facility, at the Municipal Golf Course; and,

WHEREAS, Johnson Restaurant Group, Inc., is able, qualified, and willing to provide restaurant services, in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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 with Johnson Restaurant Group, Inc., for restaurant service operations in the 19th Hole Restaurant facility, at the Municipal Golf Course.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 21, 2024

MEMO TO: J. Carter Napier, City Manager
FROM: Keith McPheeters, Police Chief *KMP 307*
SUBJECT: Procurement of Goods Agreement between the City of Casper and Trailside Structures, LLC for the Metro Animal Services Exterior Shelter Purchase in the Amount of One Hundred Sixty-Six Thousand Forty-Five Dollars and Ninety Six Cents (\$166,045.96)

Meeting Type & Date
Regular Council Meeting
April 2, 2024

Action Type
Resolution

Recommendation
That the City Council approve the procurement of goods agreement between the City of Casper and Trailside Structures, LLC for the Metro Animal Services exterior shelter purchase in the amount of One Hundred Sixty-Six Thousand Forty-Five Dollars and Ninety-Six Cents (\$166,045.96).

Summary
The Casper Metro Animal Shelter was built in 1984 and has exceeded its viability and lifespan to accommodate our growing community and to safely house animals in the care of the shelter. The shelter is often at or over capacity for dogs and cats, along with caring for domesticated animals such as guinea pigs, ferrets, chickens, snakes, and birds. During hoarding cases, which occur two or three times per year, the need to move animals around with the current shelter capacity is no longer an option due to the overcrowding of animals already in the shelter. The criminal process for hoarding, vicious, or animal neglect often takes several months to come to fruition, with some animals becoming unadoptable during this time due to prolonged shelter stays and current facility conditions.

The Casper Police Department is requesting approval to enter into a Procurement of Goods Agreement with Trailside Structures, LLC for the purchase of an exterior shelter which can serve as temporary animal housing to accommodate quarantine and overflow and support the incoming animals' need for isolation from the general population to prevent the spread of disease. The exterior shelter would also provide an area to temporarily place animals to complete disinfection and deep cleaning or repair of interior kennels.

Financial Considerations
The Metro Animal Shelter User Agency Fund will be used to supply the funds needed for exterior shelter purchase and installation.

Oversight Responsibility
Ryan Dabney, Operations Captain

Attachments
Commercial Kennel Design

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of this 26.00 day of March, 2024, (this "**Agreement**," is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation, through its Casper Police Department with located at 201 N. David Street, Casper, Wyoming 82601 ("**Buyer**") and Trailside Structures, LLC, a Pennsylvania Corporation, with offices located at 88 Airstrip Drive, Mill Hall, Pennsylvania 17751 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling prefabricated buildings and structures; and,

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A and Exhibit B (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit A and Exhibit B or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. Except for force majeure events or conditions beyond the reasonable control of the Seller, if Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A and Exhibit. If Seller delivers more or less than the quantity of Goods specified in Exhibit A and Exhibit B, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to Metro Animal Services, 2392 East Metro Road, Casper, Wyoming 82601 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivery Duty Paid (DDP) Seller, Intercoms® 2010, to Metro Animal Services, 2392 East Metro Road, Casper, Wyoming 82601, in accordance with the terms of this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods

to Buyer within 30 business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective or cannot be repaired and put into use at the cost of the Seller in a reasonable timeframe agreed upon between the parties. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If the Buyer requires repair or replacement of the Goods, Seller shall, at its expense, promptly (but no later than thirty (30) days if a repair is necessary to put the Goods in service) repair or replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A and Exhibit B, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within 45 days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the Buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of one year from the Delivery Date the warranty described in Exhibit C, attached hereto and made part of this Agreement all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or

misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 60 months after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer: Casper Police Department
201 N David Street
Casper, WY 82601

Telephone: 307-235-8338

Notice to Seller: Trailside Structures LLC
88 Airstrip Drive
Mill Hall, PA 17751

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable,

the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or

proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in [Section 21](#) (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement 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 Agreement 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 Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Walker Trammell

ATTEST

Amanda Ainsworth
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Stephen Cathey
Mayor

WITNESS

By: _____
Printed Name: _____
Title: _____

SELLER
Trailside Structures, LLC
DocuSigned by:
By: Lloyd Stolfzfus
Printed Name: Lloyd Stolfzfus
Title: Owner

EXHIBIT A

- DESCRIPTION AND QUANTITY OF GOODS: Trailside Structures LLC Quote # 363, attached hereto as Exhibit B, and hereby made a part of this Agreement.
- PRICE: One Hundred Sixty-Six Thousand Forty-Five Dollars and Ninety-Six Cents (\$166,045.96)
- DELIVERY DATE: No later than May 15, 2024, unless otherwise agreed upon in writing between the parties; but in accordance with Section 2 of the Procurement Agreement.
- DELIVERY LOCATION: Metro Animal Services, 2392 E. Metro Road Casper, Wyoming 82601
- SHIPPING TERMS: Delivery shall be made Delivery Duty Paid (DDP) Seller, Intercoms® 2010, to Metro Animal Services, 2392 East Metro Road, Casper, Wyoming 82601, Attn: Ryan Dabney

EXHIBIT

B

Trailside Structures LLC.
88 Airstrip Drive
Mill Hall, PA 17751



Estimate

Date	Estimate #
3/18/2024	363

Name / Address
Scott Jones 201 N, David St. Casper, WY 82601

Ship To
Scott Jones 201 N, David St. Casper, WY 82601

Terms	PO/ Project #
45 Days	

Item	Description	Qty	Rate	Total
DKC1240_8-Run	12x40 Commercial 8-Dog Kennel PRICE INCLUDES DELIVERY AND PLACEMENT ON RECOMMENDED FOUNDATION Includes: 30" Aisle 7 x 11 Work Area 1) 3x3.5 Interior Dog Boxes 1) 3x5 Exterior Run Areas 6) 4x3.5 Interior Dog Boxes 6) 4x5 Exterior Run Areas 1) 4.5x3.5 Interior Dog Boxes 1) 4.5x5 Exterior Run Areas	2	63,518.00	127,036.00
PLACEMENT	DELIVERY AND PLACEMENT WITH TRUCK - If the kennel can be placed off the back of the truck - Additional Charges will apply if the truck cannot place your kennel and extra handling equipment is required PLACEMENT ON FOUNDATION - COST WILL BE DETERMINED BASED ON TYPE OF FOUNDATION AND HANDLING EQUIPMENT THAT IS REQUIRED - A Telehandler is required for crawl space foundations. - The cost for a telehandler is typically between \$1,000 and \$2,000 depending on the mileage to the site from the rental company. - A crane may be required for foundations other than concrete slabs, difficult delivery areas, or other unexpected situations. - If a crane is needed for delivery the cost will vary depending upon the miles to location and the time the delivery driver is on site. - Typically crane costs will range between \$2,500 and \$5,000.			

trailsidestructures.com (800) 655-5322 sales@trailsidestructures.com

Total

Trailside Structures LLC.
 88 Airstrip Drive
 Mill Hall, PA 17751



Estimate

Date	Estimate #
3/18/2024	363

Name / Address
Scott Jones 201 N, David St. Casper, WY 82601

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Scott Jones 201 N, David St. Casper, WY 82601

Terms	PO/ Project #
45 Days	

Item	Description	Qty	Rate	Total
KENNEL COMM...	STANDARD FEATURES INCLUDE: - 4x6 Pressure Treated Foundation Runners - 2x4 Pressure Treated Floor Joist - 16" OC - 5/8" LP SmartFloor - 2x4 Wall Studs - 16" OC - Polyurea coating on Interior Floor - Your Choice of Siding - Painted LP SmartSide, Stained Pine Board & Batten or Stained Pine Tongue & Groove - 24"x36" Double Pane Single Hung Windows with Screens - Insulated Fiberglass 6-Pane Slab Door with Keyed Latch - Double 2x4 Header Above Runs - 4' High Glasbord on Exterior Wall in Run Area - Vinyl Posts in Run Area - Exterior Dog Runs with Chain Link Partitions and Entry Gate - 20" Plexi-Glass Spring Hinge Dog Door - Molded plastic dog door trim kit - 1x6 PVC Composite Decking in Exterior Dog Run Area - Interior Dog Box Partitions & Gates are Chain Link - R-13 Insulated Interior Dog Box Area - Fiberglass in walls & ceiling, Spray Foam in Floor - Interior Walls & Ceiling are Lined with Trusscore - Interior Dog Box Partitions & Gates are Chain Link - Cathedral Ceiling on Interior - 2x4 Rafters - 16" OC - 7/16" OSB Sheathing on Roof - Vented Ridge Cap & Soffit - 30 Year Architectural Shingles			
DKMetalRoof	Metal Roof	2	600.00	1,200.00

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45 Days	

Item	Description	Qty	Rate	Total
DKDDG	Guillotine Dog Door - Aluminum - This door is used as a secondary door for locking the dogs in or out without entering the fencing.	16	143.75	2,300.00
DKSDP9Door	9 Lite Single Door Prehung - outswing with exterior hinges - locking door knob	2	368.75	737.50
DKHeatAC	Through the Wall Heat/AC Unit - we install the recommended size unit according to the interior square footage of the building - requires 220 V, 20 Amp circuit	2	2,418.75	4,837.50
DKElecPackBB	Electrical Package w/ Breaker Box - includes: one light, one switch, one receptacle & breaker box - Rough Electric Inspection	2	1,455.00	2,910.00
DKELAddLight	Additional Light Lights in Kennel Aisle	6	132.50	795.00
DKEAddOutlet	Additional Receptacle	2	198.75	397.50
DKE110ExFan	16" 110-Volt Exhaust Fan - with aluminum gable shutters on exterior - 1900 CFM 1.356 Amps - with percentage timer	2	566.25	1,132.50
DKCont Drain	SS Interior Channel Drain - drains are installed right inside the dog door against the wall - 32' of kennel area	64	43.75	2,800.00

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Terms	PO/ Project #
45 Days	

Item	Description	Qty	Rate	Total
DKSDividerInterior	Interior Solid Kennel Divider Based on 4' High - 4' Wide - 1 & 3/8" Norlock PVC panels - white color	14	175.00	2,450.00
DKSDividerExterior	Exterior Solid Kennel Divider Based on 4' High - 5' Wide - 1/4" Evolve Plastic Sheeting - Clay Color	16	281.25	4,500.00
DK9GaCL	9 Gauge Chain Link	2	3,962.48	7,924.96
DKCabD	Cabinet Option D 30" w x 30" h x 8.75" deep double door wall cabinet	2	792.50	1,585.00
DKHP	Hose Port - attach a standard garden hose to wash down kennel interior - gives you access to hot (with an included water heater) or cold water	2	137.50	275.00
DKDDS30	Upgrade to Standard Plexiglass 17 x 30" Dog Door - spring hinge - exterior mount - chew proof	14	47.50	665.00

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Ship To
Scott Jones 201 N, David St. Casper, WY 82601

Terms	PO/ Project #
45 Days	

Item	Description	Qty	Rate	Total
DRAWINGS	<ul style="list-style-type: none"> - Architectural/Engineered Sealed Drawings if Needed - State Sealed Drawings if Needed - NOTE THAT THE BUILDING PRICE IS SUBJECT TO CHANGE AFTER REVIEW OF DRAWINGS IF FRAMING CHANGES ARE REQUIRED TO MEET CODE REQUIREMENTS. - Drawings Fee- this fee must be pre-paid and is non-refundable. - Typically the price range is \$1,500 to \$7,500 - Changes requested after drawings have been submitted to the engineer/architect will be charged a fee of \$150 - Changes requested after drawings have been submitted to the state will be charged a fee of \$1,000 <p>NOTE: One set of drawings for Two identical buildings. If two sets of drawings are required, cost will be \$9,000.00.</p>	1	4,500.00	4,500.00

trailsidestructures.com (800) 655-5322 sales@trailsidestructures.com

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45 Days	

Item	Description	Qty	Rate	Total
CKENNEL TERMS	<p>TERMS:</p> <p>NET 45 WITH A PURCHASE ORDER</p> <p>Trailside Structures LLC is not responsible for obtaining any needed permits. The customer is responsible for obtaining all permits and agrees to being listed on the permit as the homeowner contractor. Trailside Structures can provide shop CAD drawings to assist with the process if needed. (Note: Architectural Stamped Drawings, If Needed for Permitting, Can Be Provided for an Additional Fee)</p> <p>PLACEMENT is included in the price of your kennel. The kennels will be completely assembled when they are delivered. If our driver determines that he is unable to place the kennel where requested, he will place the kennel in your driveway or yard (adjacent to your driveway).</p> <p>Please call us at 800-655-5322 if you have any questions or concerns regarding the desired placement of your kennel.</p> <p>NOTE: Because our dog kennels are built-to-order, orders are subject to a 25% cancellation / re-stocking fee.</p>			

trailsidestructures.com (800) 655-5322 sales@trailsidestructures.com

Total \$166,045.96

RESOLUTION NO. 24-51

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT BETWEEN THE CITY OF CASPER AND TRAILSIDE STRUCTURES, LLC, TO PROCURE TWO PREFABRICATED BUILDINGS FOR THE METRO ANIMAL SERVICES SHELTER.

WHEREAS, the City of Casper needs to procure two prefabricated structures to accommodate for the growing needs of Casper Metro Animal Shelter; and,


WHEREAS, Trailside Structures, LLC, is able, willing, and ready to provide the prefabricated buildings as specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Procurement of Goods Agreement between the City of Casper and Trailside Structures, LLC, in the amount of One Hundred Sixty-Six Thousand Forty-Five Dollars and Ninety-Six Cents (\$166,045.96).

BE IT FURTHER RESOLVED: that the City of Casper is authorized to make verified partial payments as delineated in the Agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Stephen Cathey
Mayor

March 29, 2024

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

FROM: Tom Brauer, Chief Operating Officer
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Accepting a Public Sidewalk Easement from the University of Wyoming Board of Trustees as part of the Casper Family Medicine Clinic Renovation.

Meeting Type & Date:
Regular Council Meeting
April 2, 2024

Action Type:
Resolution

Recommendation:
That Council, by resolution, accept a Public Sidewalk Easement from the University of Wyoming Board of Trustees (UW) as part of the Casper Family Medicine Clinic Renovation located at 1522 East A Street.

Summary:
Renovation of the Casper Family Medicine Clinic located at 1522 East A Street required that sidewalks be installed adjacent to the site at the UW's expense to meet City standards. UW has agreed to grant the 10-foot wide Public Sidewalk Easement (.04 acres) within the property for the access right-of-way of approximately 158 lineal feet of sidewalk.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, P.E., City Engineer

Attachments
Resolution
Easement (Exhibits "A" and "B").

GRANT OF PUBLIC SIDEWALK EASEMENT WITH THE UNIVERSITY OF WYOMING

The University of Wyoming Board of Trustees, whose address is 1000 E. University Avenue, Laramie, Wyoming 82071, GRANTOR, hereby grants, to the City of Casper, whose address is 200 North David Street, Casper, Wyoming 82601, GRANTEE, an easement for a sidewalk and public access over, across and under the real property described as follows, to wit:

A strip of land ten (10) feet in width along the south boundary of Block 88, Butler's Addition, City of Casper, Natrona County, Wyoming, being 157.85' in length more particularly shown in EXHIBIT A and as described on EXHIBIT B, hereto attached.

GRANTOR reserves the right to otherwise use said land for any and all legal purposes consistent with the GRANTEE'S rights under this easement, provided that GRANTOR shall not construct or cause to be constructed any permanent structures over said land without prior written consent of the GRANTEE.

This Easement shall run with the land and shall burden the property described above through all the successions of title of GRANTOR and shall only be released upon the written agreement of GRANTEE.

Grantor does not waive its sovereign immunity or its governmental immunity by entering into this Easement and fully retains all immunities and defenses provided by law with regard to any action based on this Easement. Any actions or claims against Grantor under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

IN WITNESS WHEREOF, these presents have been executed by the undersigned on the last date affixed.

Signature page for the University of Wyoming

GRANTOR:
TRUSTEES OF THE UNIVERSITY OF WYOMING
Department 3413
1000 E. University Avenue
Laramie, Wyoming 82071
PH: 307-766-2250
FX: 307-766-2255

William H. Mai
Vice President for Campus Operations
University of Wyoming

STATE OF _____)
) ss.
COUNTY OF _____)


The foregoing instrument was acknowledged before me on the _____ day of _____, 2024, by William H. Mai, as the Vice President for Campus Operations of the University of Wyoming.

Notary Public

My commission expires: _____

Signature Page for the City of Casper, Wyoming

APPROVED AS TO FORM



GRANTEE
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Stephen Cathey
Mayor

Amanda Ainsworth
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

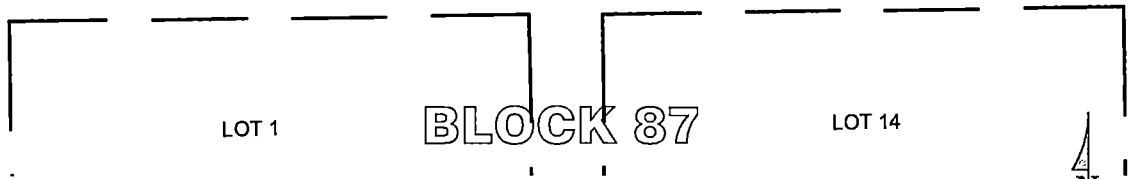
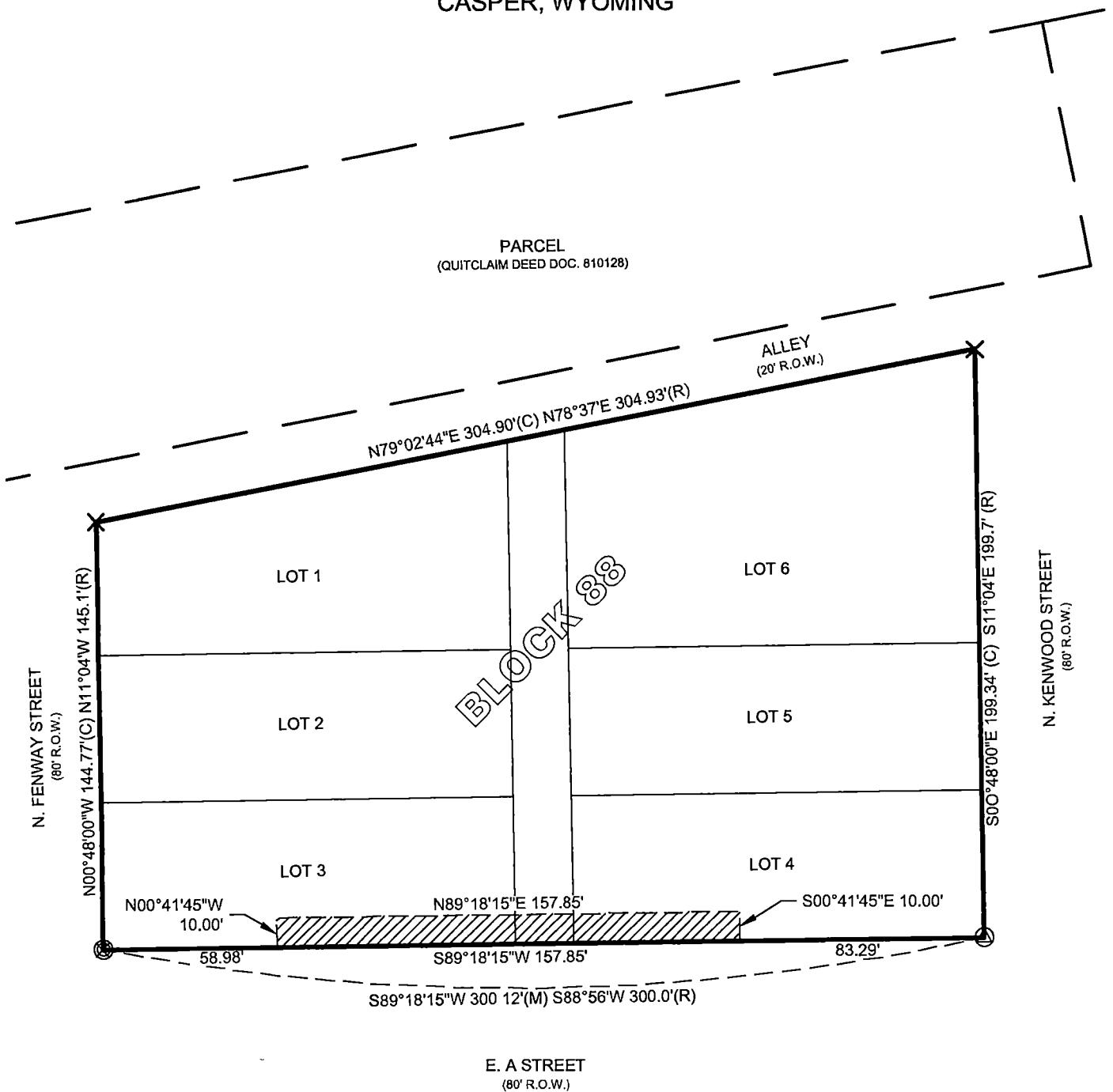
The foregoing instrument was acknowledged before me on the _____ day of _____, 2024, by Stephen Cathey, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

My commission expires: _____

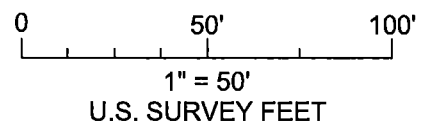
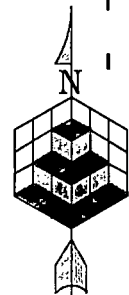
EXHIBIT A

PUBLIC SIDEWALK EASEMENT BOUNDARIES BLOCK 88 OF BUTLER'S ADDITION CASPER, WYOMING



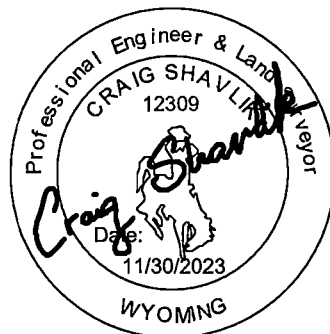
LEGEND:

- ⊗ 1" IRON PIPE
- ⊙ 1/2" REBAR
- × NOTHING FOUND OR SET
- (M) MEASURED
- (C) CALCULATED
- (R) RECORD (BUTLER'S ADDN. PLAT)
- ▨ PUBLIC SIDEWALK EASEMENT



SURVEYOR'S CERTIFICATE

I, CRAIG SHAVLIK, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS EXHIBIT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME, OR UNDER MY DIRECT SUPERVISION.



KL&A, Inc.
Engineers and Builders
150 S. Main Street
Buffalo, Wyoming 82834
P: (307) 621 7011 F: (307) 621 7011
Buffalo, WY • Carbonate, CO • Golden, CO • Loveland, CO

DRAWN BY: CBS
DATE: 11/30/2023

EXHIBIT B

PUBLIC SIDEWALK EASEMENT METES AND BOUNDS DESCRIPTION BLOCK 88 OF BUTLER'S ADDITION CASPER, WYOMING

A 10-FOOT WIDE PUBLIC SIDEWALK EASEMENT OVER AND ACROSS A PORTION OF BLOCK 88 OF THE BUTLER'S ADDITION TO THE TOWN OF CASPER, WYOMING FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 88 OF THE BUTLER'S ADDITION, SAID POINT BEING N89°18'15"E 300.12 FEET FROM THE SOUTHWEST CORNER OF LOT 3 IN BLOCK 88 OF THE BUTLER'S ADDITION;

THENCE S89°18'15"W 83.29 FEET ALONG THE SOUTH BOUNDARY OF SAID BLOCK 88 TO THE TRUE POINT OF BEGINNING;

THENCE S89°18'15"W 157.85 FEET ALONG THE SOUTH BOUNDARY OF SAID BLOCK 88;

THENCE N00°41'45"W 10.00 FEET;

THENCE N89°18'15"E 157.85 FEET;

THENCE S00°41'45"E 10.00 FEET TO THE SOUTH BOUNDARY OF SAID BLOCK 88, SAID POINT BEING THE POINT OF TERMINATION;

SAID EASEMENT BEING 1578.50 SQUARE FEET, MORE OR LESS, FURTHER DESCRIBED ON "EXHIBIT A" ATTACHED HERETO.

RESOLUTION NO. 24-52

A RESOLUTION ACCEPTING A PUBLIC SIDEWALK EASEMENT FROM THE UNIVERSITY OF WYOMING BOARD OF TRUSTEES AS PART OF THE CASPER FAMILY MEDICINE CLINIC RENOVATION.

WHEREAS, the University of Wyoming Board of Trustees is installing 158-feet of sidewalk as part of the construction of the Casper Family Medicine Clinic Renovation; and,

WHEREAS, approval of a Public Sidewalk Easement allowing a 10-foot public access right-of-way is required; and,

WHEREAS, the Public Sidewalk Easement with the University of Wyoming Board of Trustees requires compensation in the amount of Ten and 00/100 Dollars (\$10.00).

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, to accept a Public Sidewalk Easement with the University of Wyoming Board of Trustees as part of the Casper Family Medicine Clinic Renovation at 522 East A Street.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 14, 2024

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

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Authorizing a Procurement Agreement with Sound and Cellular, Inc., for the Ford Wyoming Center Radio Replacement, Project No. 23-025.

Meeting Type & Date

Regular Council Meeting
April 2, 2024

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Procurement Agreement with Sound and Cellular, Inc., in the amount of \$90,511.23 for the Ford Wyoming Center Radio Replacement, Project No. 23-025.

Summary:

On Thursday, February 29, 2024, two (2) bids were received for the Ford Wyoming Center Radio Replacement, Project No. 23-025.

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Sound and Cellular, Inc.	Casper, WY	\$90,619.65
Communication Technologies, Inc.	Rock Springs, WY	\$107,097.00

The bids include procurement and delivery of fifteen (15) administrative radios and seventy-five (75) staff radios, chargers, and other radio accessories with a 2-year extended warranty, in addition to the standard three (3) year warranty.

Ford Wyoming Center Staff elected to eliminate the 2-year extended warranty for three (3) additional administrative radios and twelve (12) additional staff radios, all at the bid unit pricing from the apparent low bidder, Sound and Cellular, Inc.

The budget for this procurement is \$148,000. Staff recommends award to Sound and Cellular, Inc., in the amount of \$90,511.23.

Financial Considerations

Funding for the project is from the One-Cent #16 funds for equipment.

Oversight/Project Responsibility

Alex Sveda, City Engineer

Attachments: Resolution; Procurement Agreement.

Sound and Cellular, Inc.,
FWC Radio Replacement
Project No. 23-025

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of April 2, 2024 (this "**Agreement**," to be referenced by FORD WYOMING CENTER RADIO REPLACEMENT, PROJECT NO. 23-025) is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 ("**Buyer**") and Sound and Cellular, Inc. , a Wyoming Company with offices located at 2800 Pheasant Drive, Casper, Wyoming 82604 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling communication devices such as hand-held radios, repeaters, power supplies, and other related portable and non-portable accessories; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit "A", Exhibit "B", and Exhibit "C" (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit "A", Exhibit "B", and Exhibit "C", or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit "A", Exhibit "B", and Exhibit "C". If Seller delivers more or less than the quantity of Goods specified in Exhibit "B", and Exhibit "C", Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit "A Exhibit "B", and Exhibit "C" (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made DDP Delivery Location, Incoterms® 2010 Rules, in accordance with the terms set forth in Exhibit "A", Exhibit "B", and Exhibit "C". Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill

of lading and any other documents necessary to release the Goods to Buyer within thirty (30) business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit "A", Exhibit "B", and Exhibit "C", as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days after invoiced amounts are delivered to the Buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of Twenty-Four (24) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer.

These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of one (1) year after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer,

including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

Ford Wyoming Center
1 Events Drive
Casper, Wyoming 82601

Telephone: (307) 235-8448

Notice to Seller:

2800 Pheasant Drive
Casper, Wyoming 82604

Telephone: (307) 234-7256

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally

submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement 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 Agreement 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 Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Walker

ATTEST

Amanda Ainsworth
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Stephen Cathey
Mayor

WITNESS

By: _____
Printed Name: _____
Title: _____

SELLER
Sound and Cellular, Inc.

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
 Ford Wyoming Center Radio Replacement
 Project No. 23-025

THIS BID SUBMITTED TO: City of Casper
 Public Services Department
 123 W. 1st Street
 Casper, Wyoming, 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. _____ Dated _____

 Addendum No. _____ Dated _____

 - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced

any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

- 5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 1 of 1) \$ 90,511.23

Ninety thousand, five hundred

TOTAL BASE BID, IN WORDS: eleven and twenty-three hundredths DOLLARS

- 6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
- 7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

- 8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Sound and Cellular, Inc.
Attn: Chris Thomas
2800 Pheasant Drive
Casper, WY 82604

- 9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on February 29, 2024.

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Sound and Cellular, Inc. (seal)
(Name)

Wyoming
(State of Incorporation or Organization)

By: Kelly Stiefvater *Kelly Stiefvater* (seal)

Office Manager
(Title)

(Seal)

Attest:

Business Address: 2800 Pheasant Drive
Casper, WY 82604

Phone Number: 307-234-6896

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sound and Cellular, Inc.

2800 Pheasant Drive
 Casper, WY 82604
 307-234-7256



Estimate

CUSTOMER

City of Casper
 200 N David Street
 Casper, WY 82601

SHIP TO

City of Casper
 Ford Wyoming Center
 1 Events Drive
 Casper, WY 82601

ESTIMATE 100

DATE 02/29/2024

EXPIRATION 09/27/2024

DATE

DESCRIPTION	QTY	RATE	AMOUNT
Ford Wyoming Center Radio - Replacements Project 23-025			
Bid Item 1: 50-Watt Repeater			
NXR-1800E Repeater, Analog, UHF, 450-520MHz, 1-40W	2	1,691.18	3,382.36
KWD-NX10DCK Repeater License Key for DMR Tier 2 Conventional	2	338.84	677.68
KSGPS20400 Power Supply, 40a, 13.8VDC, 19" Wide RM	2	388.65	777.30
KSGPA22252 AMP 50W Output	2	1,493.68	2,987.36
TPRD-4544 450-470 MHz rack mount duplexer pass-reject	2	2,828.60	5,657.20
Bid Item 2: Administration Radios			
NX-3320K3 UHF (400-520MHz), 5.0 Watts, 260CH, Display and Full Key Model- Battery/antenna/single unit charger included	18	586.09	10,549.62
Bid Item 3: Non-Administration Radios			
NX-3320K UHF (400-520MHz), 5.0 Watts, 64 CH, Basic Model - Battery/antenna/single unit charger included	87	480.03	41,762.61
Portable Accessories			
KMC-45D IP54/55 Speaker microphone (Built-in 2.5mm miniature earphone jack)	105	79.86	8,385.30
KSC-526K Rapid rate 6-unit charger CEC Compliant	18	617.85	11,121.30
KSC-52PCW Charging pocket for KSC-526K compatible with NX3000 series	105	8.10	850.50
Bid Item 4: Installation, Programming, Testing, Optimization			
UHF/DMR Coordination/licensing	1	1,000.00	1,000.00
Two (2) On-site technicians, 16hrs/technician	32	105.00	3,360.00

Tax Exempt

Accepted By	SUBTOTAL	90,511.23
Accepted Date	TAX	0.00
	TOTAL	\$90,511.23

NXR-1700E/1800E2

VHF/UHF Analog & Digital Repeater

MULTI-MODE, SPACE SAVING SOLUTION

The Kenwood NXR-1000E series repeaters continue the line of migration friendly and forward thinking infrastructure to offer the ultimate in modern scalability and security for analog, NXDN™ and DMR two-way systems in a new and compact form-factor. Whether you are managing a single repeater, a wide area multi-site system or are managing multiple systems remotely, the NXR-1000E brings forward the same great digital two-way system capabilities while introducing the native ability to network analog and digital voice and data calls, enhanced secure remote programming, support for SSL certificates, SNMP monitoring, event and hardware logging, as well as tiered user management roles. For IT managers, this powerful repeater easily fits within modern organizational and technical requirements for support. For RF professionals the NXR-1000E is the perfect solution for an extensive range of customer needs.



Features

- VHF 136-174.50 – 1 W RF Output Power (Up to 50 W @ 50%, 25 W @ 100% Duty Cycle)
- UHF 400-470 40-1W RF Output Power (up to 40W @ 50%, 25W @ 100% Duty Cycle)
- Light, Compact and Space-Efficient
- 1.71-inch OLED with Icons and Numeric Displays
- Thermal-Controlled Cooling Fan
- Up to 32 Channels
- Selectable Digital Protocol: DMR Tier II / NXDN Conventional^{1,2} (programmable one at a time)
- USB-A Connector for Audio Accessories
- External In/Out Pin from DB25
- Non-repeat Simplex / Semi-Duplex Mode for Analog and NXDN Digital²
- Hot Standby System Redundancy
- Built-in IP Network Adapter
- Unicast and Multicast Call Routing
- SNMP protocol for network management
- Supports G 711 Audio Codec (for Test console and Third-party Applications)
- IP Remote Management (Monitor / Control / Programming / Test Console)
- IPIF to External Applications (for IP Console, OTAP)
- IP Network Voice Logging Interface^{2,3}
- Built-in SIP IF (Digital Only)^{1,2}
- IP Remote Control Interface (IPRCI)
- Enhanced Security (HTTPS)
- CW ID
- Multi-Site Conventional IP Network up to 16 Sites (for both Digital and Analog)²
- IP Networking Compatible with NXR-5000 (NXDN)², legacy KTI-3 (NXDN)² and KTI-5 (DMR)²

Digital – Common

- Built-in AMBE+2™ Vocoder
- Mixed Analog / Digital Operation
- Site Roaming with Beacon
- RF-Link: NXDN³ / DMR³
- Repeat Encrypted Voice/Data (AES / DES / DMR Enhanced Encryption)
- User List / Site Group Table

Digital – NXDN™ Mode

- FDMA – Very narrow 6.25 kHz & narrow 12.5 kHz bandwidths
- NXDN Conventional Operation²
- NXDN Digital Voting^{2,3}
- NXDN Digital Site Roaming³
- Radio Access Control¹

Digital – DMR Mode

- TDMA 2-slot 12.5 kHz bandwidth equivalent to 6.25 kHz very narrow bandwidth
- DMR Tier II Conventional Operation²
- DMR Site Roaming
- Call Interruption

FM Modes – General

- FM Conventional Operation
- Multiple QT/DQT
- Analog call routing
- Voting

¹ Requires version upgrade of terminal to obtain compatibility with this model

² Software option

³ Future release

Accessories

All accessories may not be available in all markets.
Contact an authorized JVC-KENWOOD dealer for details and complete list of all accessories.

Supplied Accessories

- DC Power Cable
- Single mounting bracket
- Dual mounting bracket
- Rack handles



Example of rack mount options

Specifications

	Model 1	Model 2
Frequency Range		
Type 1	136 - 174 MHz	1,450-520 MHz**
Type 2		2,400-470 MHz
Channel Capacity	32	
Channel Spacing		
Analog	30* / 25 / 15 / 12.5 kHz	25 / 12.5 kHz
Digital	12.5 / 6.25 kHz	12.5 / 6.25 kHz
PLL Channel Step	2.5 / 3.125 / 5 / 6.25 kHz	
Power Supply	10.8 - 15.6 V DC	
Current Drain		
Standby	0.6 A	0.7 A
Transmitting	12.0 A (Max. power) 9.0 A (25 W)	
Operating Temperature	22°F to +140°F (-30°C to +60°C)	
Frequency Stability	± 0.5 ppm	
Antenna Impedance	50 Ω	
Dimensions	(W x H x D) Projections Not Included 8.21 x 1.73 x 8.33 in (208.5 x 44.0 x 211.5 mm)	
Weight Radio	4.18 lb (1.9 kg)	
FCC ID		
Type 1	K44513100	K44513200**
Type 2		K44513201
ISED Certification		
Type 1	382F-513100	
Type 2		Type 2: 282F-513100

*25/30 kHz in VHF/UHF Bands excluding T-Band; are not included in the models sold in the USA or US territories.
** Future release.
Analog measurements made per TIA603. Specifications are measured according to applicable standards.
Specifications shown are typical and subject to change without notice due to advancements in technology.
Details and timing of firmware and software updates are subject to change without notice.

	Model 1	Model 2	Model 3
Sensitivity			
DMR (5% BER)		0.22 μV	
DMR (1% BER)		0.26 μV	
NxNDN (2.5 / 6.25 kHz) (3% BER)		0.25 / 0.20 μV	
Analog (10dB SINAD)		31.5 μV	
Selectivity			
Analog @ 25 / 12.5 kHz (TIA603)	83 / 77 dB		83 / 74 dB
Analog @ 25 / 12.5 kHz (TIA603E)		80 / 50 dB	
FM Hum & Noise			
Analog @ 12.5 kHz		50 dB	
Analog @ 25 kHz		55 dB	
Intermodulation		80 dB	
Spurious Rejection		80 dB	

	Model 1	Model 2
RF Power Output	50 - 1 W (50 W @ 50% Duty 25 W @ 100 % Duty)	40 - 1 W (40 W @ 50% Duty 25 W @ 100 % Duty)
Spurious Emission	80 dB	
FM Hum & Noise		
Analog @ 12.5 kHz		50 dB
Analog @ 25 kHz		55 dB
Audio Distortion	1%	
Digital Protocol (DMR)	ETSI TS 102 361-1 (2)-3	
Emission Designator	16K0F3E 11K0F3E 7K60F7D 7K60F7D 7K60F4E 7K60F7E 11K60F7W 7K60F7W 8K30F7E 8K30FD 8K30F7W 4K00F7E 4K00FD 4K00F7W 4K00F7D	

NxNDN is a registered trademark of JVC-KENWOOD Corporation and Icom Inc.
NEXEDGE™ & FleetSync™ are registered trademarks of JVC-KENWOOD Corporation.
AMBE+2™ is a trademark of Digital Voice Systems Inc.
All other trademarks are the property of their respective holders.

MIL-STD & IP

MIL-STD	Model 1	Model 2	Model 3
High Temperature	5014/Procedure		5017/Procedure
Low Temperature	5024/Procedure		5027/Procedure
Temperature Shock	5034/Procedure		5037/Procedure

JVC-KENWOOD USA Corporation
 Communications Sector Headquarters
 1440 Corporate Drive | Irving, TX 75038
 Order Administration/Distribution
 4001 Worsham Ave | Long Beach, CA 90808
www.kenwood.com/usa

JVC-KENWOOD Canada Inc.
 Canadian Headquarters and Distribution
 6685 Millcreek Drive, Unit 8, Mississauga, ON L5N 5M5
www.kenwood.com/ca



NX-3220/3320/3420

MULTI-PROTOCOL DIGITAL & ANALOG PORTABLE RADIOS

This versatile handheld radio supports both NXDN™ and DMR digital protocols as well as mixed digital & FM analog operation, enabling it to serve with distinction in a wide range of enterprise and operation critical applications. Compact yet designed with durability in mind, it's packed with convenient features like Bluetooth® for hands-free operation and built-in GPS. Three different models are available: Full Keypad model with LCD, Standard Keypad model with LCD and a large 4-way D-pad, and the Basic Model without LCD or keypad. Additionally, for expansion capability a software license certification system facilitates extensive customization.

Features

- Multi-protocol digital radio: Designed to operate under NXDN or DMR digital, and FM analog protocols
- NXDN Conventional and Type-C & Gen2 Trunking
- DMR Tier 2 Conventional & Site Roaming
- DMR Auto Slot Select
- DMR Tier 3 Trunking
- Mixed Digital & FM Analog Operation allows gradual migration at your own pace
- 4-Line Basic Frame (2-Line Main/Sub-LCD, icon & key guide) / 14 Characters
- 5-Line Text Message Frame (3 Lines of Text, icon & key guide)
- 7-color Light Bar Indicator on the top panel. Individual color can be set for each channel
- 4-way Directional-pad (D-pad) for intuitive control and operation
- Built-In GPS Receiver/Antenna for effective fleet and incident management
- Built-in Bluetooth® for hands-free operation for IoT applications- Applicable Bluetooth profiles: HSP (Headset Profile) and SPP (Serial Port Profile)
- Renowned KENWOOD Audio Quality achieved with Active Noise Reduction (ANR) that utilizes built-in DSP
- Optional DES and AES Encryption
- Built-in Motion Sensor (Man-down, Stationary and Motion Detection)
- IP54/55/67 and MIL-STD-810 C/D/E/F/G
- 1 Watt Audio Output Power
- UHF: 120 MHz capability
- Available models: Full Keypad (w/ LCD and full keypad), Standard Keypad (w/ LCD and 4-way large D-pad/4 key), and Basic (w/o LCD and keypad)
- 260 CH/128 Zones (64 CH/4 Zones for Basic model)
- Maximum of 1,000 CH/Radio with option
- Intrinsically Safe Option
- Paging Call
- Emergency Call
- Status/Text Message
- Remote Stun/Kill/Check

NXDN™ DMR Gen2 Bluetooth® GPS FleetSync™

DMR T3 DMR T2 Auto Slot Select



Full Keypad Model Standard & Basic Models

7-color Light Bar Indicator

2-pin Connector

Digital - NXDN™ Mode

- | | |
|-----------------------------|---------------------------------|
| NXDN Conventional | Remote Monitor |
| NXDN Type-C & Gen2 Trunking | All Group Call |
| 6.25 & 12.5 kHz Channels | Over-the-Air Alias (OAA) |
| Advanced GPS | Over-the-Air Programming (OTAP) |

Digital - DMR Mode

- | | |
|--|-----------------------|
| Two-slot TDMA in 12.5 kHz channels | Call Interruption |
| DMR Tier 2 Conventional / Site Roaming | Dual-slot Direct Mode |
| DMR Auto Slot Select | ARC4 Encryption |
| DMR Tier 3 Trunking | Energy Efficient |

Analog - FM Mode

- | | |
|---|--|
| Conventional & LTR Trunking | MDC-1200: PTT ID ANI / Caller ID |
| FleetSync/II: PTT ID ANI / Caller ID Display, | Display, Emergency, Radio Check /Inhibit |
| Selective Group Call, Emergency Status | QT / DQT, DTMF, 2-Tone |
| Text Messages | Built-in Voice Inversion Scrambler |



Unsurpassed interoperability for Enterprise radio users with the freedom to migrate at your own pace



Scalable server-based system architecture for management of NEXEDGE wide area digital communications systems



The ultimate level of sound clarity technology combining Optimization, advanced Sound Analysis and Active Noise Reduction

Accessories

All accessories may not be available in all markets. Contact an authorized KENWOOD dealer for details and complete list of all accessories.

KNB-55L/57L/78L

Li-ion Battery Pack
(74V/1480mAh,
74V/2000mAh,
74V/2860mAh)



KNB-56N

Ni-MH Battery Pack
(7.2 V/1400 mAh)

KNB-79LCM

Li-ion Battery Pack
(7.4 V/2860 mAh,
Intrinsically Safe)

KBP-5

Battery Case (6 AA)

KSC-25LSK/25SK

Rapid Charger
(Li-ion Only/Ti-Chem)

KSC-256AK

Multiple Charger
(6-pocket)

KMB-30A

Mounting Bracket
(for KSC-256AK)

KVC-23

Vehicular Charger

KRA-22/23

VHF/UHF Low Profile
Helical Antenna

KRA-25

High Gain
Whip Antenna

KRA-26/ 27

VHF Helical Antenna
UHF Whip Antenna

KRA-28

Broadband VHF
Whip Antenna

KRA-41/42

VHF/UHF Stubby Antenna

KRA-24

800MHz Whip Antenna

KRA-32K

700/800MHz Whip Antenna

KRA-36

700/800MHz Stubby Antenna

KRA-38K

800/900MHz Whip Antenna
(including NX-3400/NX-3420)

KRA-39

900MHz Stubby Antenna

KEP-2

Earphone Kit for
KMC-45D (2.5mm plug)

KMC-45D

Speaker Microphone
(IP54/55 & TDMA)

KHS-7

Headset (Single Muff
Single Muff & In-Line PTT /
Heavy Duty Behind-the-Head)

KHS-7A

Lightweight Single
V. F Headset
or KMC-54WD

KHS-8BL

2-wire Palm Mic
with Earphone (Black)

KHS-9BL

3-wire Lapel Mic
with Earphone (Black)

KHS-10D

Headset (Single Muff
Single Muff & In-Line
PTT Heavy Duty
Behind-the-Head)

KHS-22A

Head Set

KHS-26

Head Set
(with Ear Bud In-Line PTT /
with D-RING IN-LINE PTT)

KHS-27A

Head Set
(with D-Ring
In-Line PTT)

KHS-31C

Head Set
(with C-Ring)

KBH-11

Beit Clip (2.5")

KAS-20

AVL & Dispatch Software

KPG-180AP

QTAP Manager

KLH-206/207

Leather/Nylon Case

Specifications

Model	TS-100	TS-100	TS-100
Frequency Range	136-174 MHz	400-520 MHz	Tx/Rx: 851-870, 925-941 MHz Tx: 806-825, 896-902 MHz
Max. Channels Per Radio		Up to 1000 CH with option	
Number of Channels		260 (64 for no LCD models)	
Number of Zones		128 (4 for no LCD models)	
Channel Spacing			
Analog	12.5/15/25/30* kHz	12.5/25* kHz	12.5/25* kHz
Digital	6.25 kHz/12.5 kHz	6.25 kHz/12.5 kHz	6.25 kHz/12.5 kHz
Power Supply	7.5V DC ± 20%		
Battery Life: 5-5:30	(FDMA conventional / Trunking TDMA Conventional / Trunking)		
FNB-55L (1480 mAh)	8.5 / 6.5 hours, 12.5 / 9 hours	9 / 7 hours, 12 / 9 hours	8 / 6 hours, 10.5 / 8 hours
FNB-56N (1400 mAh)	7.5 / 6 hours, 11 / 8 hours		12 / 10 hours, 17 / 13 hours
FNB-57L (2000 mAh)	12 / 9.5 hours, 17.5 / 13 hours		15 / 14 hours, 24 / 16.5 hours
FNB-78L (2860 mAh)	17.5 / 13.5 hours, 25 / 18.5 hours		15.5 / 12 hours, 20.5 / 16 hours
FNB-79LCM (2860 mAh)	15 / 11.5 hours, 21.5 / 16 hours		
Operating Temperature	-22°F to +140°F (-30°C to +60°C)		
Frequency Stability	±0.5 ppm (-30°C to +60°C, +25°C Ref.)		
Dimensions	(W x H x D) Projections Not Included		
Radio Only	230 x 471 x 143 mm (56 x 119 x 36.4 mm)		
FNB-55L (1480 mAh)	230 x 471 x 143 mm (56 x 119 x 36.4 mm)		
FNB-56N (1400 mAh)	230 x 471 x 168 mm (56 x 119 x 42.7 mm)		
FNB-57L (2000 mAh)	230 x 471 x 153 mm (56 x 119 x 39 mm)		
FNB-78L / FNB-79LCM	230 x 471 x 177 mm (56 x 119 x 44.9 mm)		
Weight Radio Only	78 oz (220 g)		
FNB-55L (1480 mAh)	111 oz (315 g)		
FNB-56N (1400 mAh)	145 oz (410 g)		
FNB-57L (2000 mAh)	12.0 oz (340 g)		
FNB-78L / FNB-79LCM	13.6 oz (385 g) / 13.9 oz (395 g)		
ROCE ID	F44479000	F44479100	F44802500
IC Certification	282F 479000	282F 479100	282F 502500

*25 and 30 kHz in VHF/UHF Bands (except T. Bands) are not included in the models sold in the USA or US territories.
**500MHz band only.
Analog measurements made per TIA603. Specifications are measured according to applicable standards.
Battery life is measured by Battery Save ON, GPS/Bluetooth OFF, 4 W for VHF/UHF and 3 W for 800/900MHz Bands.
Specifications are subject change without notice due to advancements in technology.

MIL-STD & IP

MIL-STD	MIL-STD	MIL-STD	MIL-STD	MIL-STD	MIL-STD
Method	Method	Method	Method	Method	Method
Low Pressure	500.1/Procedure	500.2/Procedure	500.3/Procedure	500.4/Procedure	500.5/Procedure
High Temperature	501.1/Procedure	501.2/Procedure	501.3/Procedure	501.4/Procedure	501.5/Procedure
Low Temperature	502.1/Procedure	502.2/Procedure	502.3/Procedure	502.4/Procedure	502.5/Procedure
Temperature Shock	503.1/Procedure	503.2/Procedure	503.3/Procedure	503.4/Procedure	503.5/Procedure
Solar Radiation	505.1/Procedure	505.2/Procedure	505.3/Procedure	505.4/Procedure	505.5/Procedure
Rain	506.1/Procedure	506.2/Procedure	506.3/Procedure	506.4/Procedure	506.5/Procedure
Humidity	507.1/Procedure	507.2/Procedure	507.3/Procedure	507.4/Procedure	507.5/Procedure
Salt Fog	509.1/Procedure	509.2/Procedure	509.3/Procedure	509.4/Procedure	509.5/Procedure
Dust	510.1/Procedure	510.2/Procedure	510.3/Procedure	510.4/Procedure	510.5/Procedure
Vibration	514.2/Procedure V	514.3/Procedure	514.4/Procedure	514.5/Procedure	514.6/Procedure
Shock	516.2/Procedure V	516.3/Procedure V	516.4/Procedure V	516.5/Procedure V	516.6/Procedure V

Dust & Water Protection

IP54/55/67

* Audio accessory or cover must be installed.

JVCKENWOOD USA Corporation
Communications Sector Headquarters
1440 Corporate Drive | Irving, TX 75038

Order Administration/Distribution
4001 Worsham Ave | Long Beach, CA 90808
www.kenwood.com/usa

JVCKENWOOD Canada Inc.
Canadian Headquarters and Distribution
6685 Millcreek Drive, Unit 8, Mississauga, ON L5N 5M5
www.kenwood.com/ca



TPRD-4544, 4744 PASS / REJECT DUPLEXER

The Telewave TPRD-4544/4744 Base Station Duplexers provide high performance with an innovative design. By using two TPRC-4504 or 4704 Pass / Reject cavities in the transmitter and receiver path, these duplexers provide maximum TX to RX protection in the most severe RF environments.

The design of these duplexers provides a bandpass characteristic with minimum insertion loss, while also providing maximum TX to RX protection. Adjustable coupling optimizes the required attenuation for ideal RX performance. All cavity inputs are electrically shorted to ground for maximum static and noise protection.

RG-214 Mil-Spec cable is used for all interconnections to ensure long life, and lowest insertion loss with maximum power handling capability. Heavy-duty materials are used in construction of these duplexers, including silver-plated tuners and beryllium copper fingerstock contactors, assuring high "Q" performance with no problems due to dissimilar metals. Tuning is simple and remains stable from -30°C to +70°C, thanks to the threaded Invar rod.

All duplexers are tuned and tested with customer-specified frequencies prior to shipping. No further adjustments should be required.

The positive locking mechanism allows for simple field tuning if frequency changes are required.

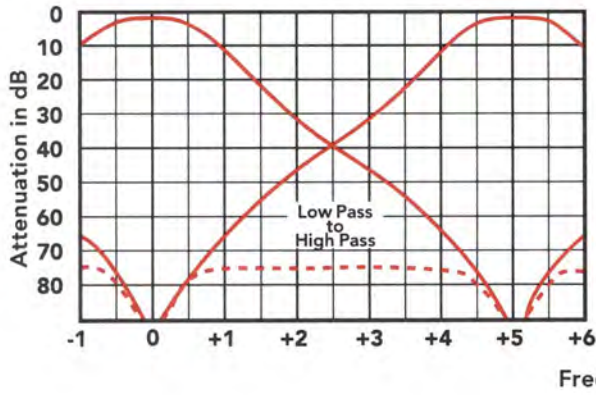


TPRD-4544/4744 duplexers mount on a 19" standard rack, with panel height of 5.25". Power handling is 250 watts. Receiver desense protection is at least 90 dB, and TX sideband suppression is at least 75 dB.

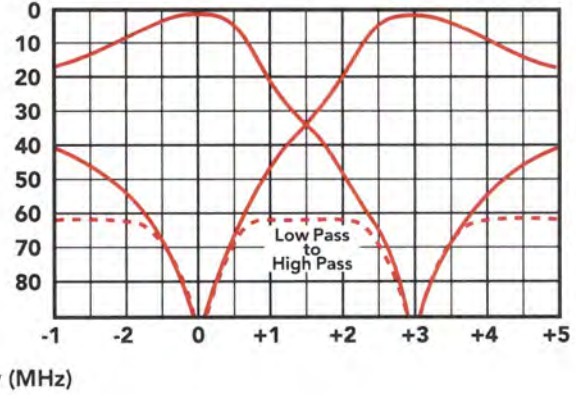
With TX to RX spacing of 3 MHz or more, this duplexer can also combine two transmitters into one antenna, or feed two receivers. For spacing less than 3 MHz, please contact Telewave for assistance.

TPRD-4544, 4744

TPRD-4544 RESPONSE
AT 5 MHz SEPARATION



TPRD-4744 RESPONSE
AT 3 MHz SEPARATION



SPECIFICATIONS	TPRD-4544	TPRD-4744
Frequency range	400-470 MHz	470-512 MHz
TX / RX separation (min)	5 MHz	3 MHz
ELECTRICAL SPECIFICATIONS		
Maximum input power	250 watts	
Insertion loss (TX & RX to Antenna)	1.0 dB	
TX noise suppression at RX frequency	90 dB	
RX attenuation at TX frequency	90 dB	
Isolation TX to RX (min)	5 MHz separation	75 dB
	3 MHz separation	60 dB
VSWR (max)	1.5:1	
Temperature range	-30°C to +70°C	
MECHANICAL SPECIFICATIONS		
Number of cavities	(4) - 4" Dia. x 8" L	
Dimensions (HWD) in. (cm)	5.25 x 19 x 12 (13.3 x 48 x 30.5)	
Mounting	19" Panel	
Connector termination	N Female	
Finish	Gray acrylic enamel	
Net weight lb. (kg)	10 (4.5)	
Shipping weight lb. (kg)	15 (6.8)	

NOTE: Exact transmitter and receiver frequencies must be specified when ordering.

EXHIBIT "C"

- DESCRIPTION AND QUANTITY OF GOODS:
 - i. Two (2) Minimum 50-Watt Repeaters and Accessories.
 - ii. Eighteen (18) Administrative Radios and Accessories.
 - iii. Eighty-Seven (87) Administrative Radios and Accessories.
 - iv. One-Hundred Five (105) Speaker Microphones and Accessories.
 - v. Eighteen (18) 6-Unit Chargers and Accessories.
 - vi. One-Hundred Five (105) Pocket Chargers and Accessories.
 - vii. Installation, Programming, Testing, and Optimization, including Coordination and Licensing.
 - viii. Three (3) Year Warranty for all Goods.

- PRICE: Ninety Thousand Five Hundred Eleven and 23/100 Dollars (\$90,511.23).

- DELIVERY DATE: May 24, 2024.

- DELIVERY LOCATION:

Ford Wyoming Center
Attn: Kirk Goodman
1 Events Drive
Casper, Wyoming 82601

- SHIPPING TERMS: Delivery shall be made DDP Delivery Location, Incoterms® 2010 Rules .

RESOLUTION NO. 24-53

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH SOUND AND CELLULAR, INC., FOR THE FORD WYOMING CENTER RADIO REPLACEMENT, PROJECT NO. 23-025.

WHEREAS, the City of Casper desires to enter into a Contract (Procurement Agreement) with Sound and Cellular, Inc., for the Ford Wyoming Center Radio Replacement, Project No. 23-025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the fees for said services are set forth in the above referenced Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in an amount not to exceed Ninety Thousand Five Hundred Eleven and 23/100 Dollars (\$90,511.23).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2024.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 18, 2024

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, P.E., Chief Operating Officer
Alex Sveda, P.E., City Engineer
Bruce Martin, Public Utilities Manager
Ethan Yonker, P.E., Risk Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc., in the amount of \$155,135.00, for the Tower Hill Tank Stabilization Project, Project No. 23-046.

Meeting Type & Date

Regular Council Meeting
April 2, 2024

Action type

Resolution

Recommendation

That Council, by Resolution, authorize a Contract for Professional Services with Civil Engineering Professionals, Inc. (CEPI), for engineering design, bidding, and construction administration services for the Tower Hill Tank Stabilization Project, Project No. 23-046, in the amount of \$155,135.00.

Summary

The Tower Hill Tank Stabilization Project will work to stabilize the slope and repair the waterline leak at the Tower Hill Tank located at 2992 South East Wyoming Blvd. that was damaged during the heavy rain event on June 15, 2023.

A request for proposals was sent to qualified consultants to furnish engineering design, bidding, and construction administration services for the project. The City received one (1) proposal from CEPI. A selection committee consisting of City Staff reviewed the proposal, interviewed, and selected CEPI based on their interview and team qualifications. CEPI's fee for design, bidding, and construction administration services is \$155,135.00.

Design and bidding services for the project include subsurface geotechnical investigations, surrounding area repair design and details, preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, materials testing, record drawings, and review of payment applications. City Staff recommends award of the Contract for Professional Services with CEPI, in the amount of \$155,135.00.

Financial Considerations

Funding will be from the City of Casper Risk Management Insurance Fund and Federal Emergency Management Agency Funding allocated to repairs associated with the June 15, 2023 Flooding Event.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 2nd day of April, 2024, 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. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to stabilize the slope and repair the waterline leak at the Tower Hill Tank located at 2992 South East Wyoming Boulevard, that was damaged during the heavy rain event on June 15, 2023.

B. The project requires professional services for the engineering design, bidding, and construction administration of this work.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall assist the City with coordination and compliance with

the State Office of Homeland Security and FEMA on this project to ensure all work meets City, State Office of Homeland Security, and FEMA requirements.

3. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to establish grades needed to provide positive drainage throughout the area.
4. The Consultant shall include and conduct all Geotechnical investigations for the permitting, design, and construction of the work.
5. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way, and all details necessary for construction, and other details necessary to insure safe passage for the public.
6. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2020 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD files associated to the project. The project will be designed and presented to the City of Casper in accordance with Casper Municipal Code 16.16.020.
7. The Consultant shall prepare, and submit to the City Engineering Office, a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design at one hundred percent (100%).
8. Consultant shall provide the City Engineering Office two (2) hard copy (paper) sets and digital (PDF) sets of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty percent (50%) and ninety percent (90%), and to conduct review meetings involving City Staff to go over all comments at each phase. Copies shall be both hard copy (paper) and digital.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required

work for the Project.

2. Consultant shall prepare Construction Drawings and Specifications in accordance with the most current City of Casper "Standard Specifications", latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper-approved AND FEMA-approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office one (1) hard copy (paper) set and one (1) digital (PDF) set of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and

legend. The sheet shall bear the Consultants registration stamp, date and signature.

- b. Utility Plan plans and profiles of all utilities to be replaced or modified.
 - c. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - d. Other Details.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF formats, and the project manual in Microsoft Word and PDF formats labeled "Bidding Documents – Tower Hill Tank Stabilization Project, Project No. 23-046". The consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format. The sets shall be both hard copy (paper) and digital.

D. Advertising and Bidding:

1. The Consultant shall utilize and maintain project information with City of Casper's QuestCDN and QuestvBid website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.
2. The Consultant shall arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN and QuestvBid.
3. Consultant shall prepare and distribute addenda through QuestCDN and QuestvBid, if necessary.
4. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
5. The Consultant shall provide a written opinion to the Casper Engineering Office stating their recommendation for awarding the bid.

E. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in

Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver up to five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with all required categorical exclusions and the requirements of the National Environmental Policy Act (NEPA), the Department of Environmental Quality (DEQ), the United States Army Corps of Engineers (USACE), the Wyoming State Historical Preservation Office (SHPO), and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of

three (3) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
 - i. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.
 - ii. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to

Owner no less frequently than one (1) time each week during construction of the Project.

- d. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
 - e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
 - f. During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
 - g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
- a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in

- accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b

(Construction Phase).

15. **Record Drawings.** Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCAD (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards). format compatible with the Owners system, labeled as "Record Drawings – Tower Hill Tank Stabilization Project, Project No. 23-046.
16. **Warranty Period Inspections.** Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. **Change Orders.** Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. **Limitation of Responsibilities.** Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

E. Fee Proposal:

The Consultant shall perform the services in accordance with their fee proposal attached as "Exhibit A", "Fee Proposal for the Tower Hill Tank Stabilization Project", dated March 1, 2024, attached hereto and made part of this Contract.

2. TIME OF PERFORMANCE:

The design and bidding services of the Consultant shall be undertaken and completed on or before the 30th day of August 2024. Construction administration services shall be provided throughout construction.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of One Hundred Fifty-Five Thousand One Hundred Thirty-Five Dollars (\$155,135.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

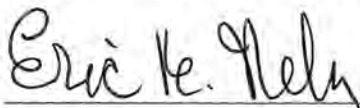
The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Stephen Cathey
Mayor

Amanda Ainsworth
City Clerk

Signature Page for the Consultant

WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT

By: DocuSigned by:
Rob Bennett
A48E53138C5E476 _____

Printed Name: Rob Bennett

Title: President

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 the 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 the 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.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. 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 the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. 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.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the 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 One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
2. *Primary Coverage*
For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.
3. *Notice of Cancellation*
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The 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*

The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The 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. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

The 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. The Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The 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 the Consultant shall perform all of the services for the compensation set forth in this Contract. The 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. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. 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.

16. 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.

17. 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.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Exhibit "A"



March 1st, 2024

City of Casper Public Services Department
Attn: Mr. Mark Harris (mharris@casperwy.gov) and Mr. Alex Sveda (asveda@casperwy.gov) - City
Engineering Division
Casper Business Center
123 West 1st Street, Suite 570
Casper, Wyoming 82601

Re: Fee Proposal for the Tower Hill Tank Stabilization Project

Mr. Harris and Mr. Sveda:

This letter shall serve as our fee proposal to provide engineering design, bidding and construction administration services for the Tower Hill Tank Stabilization Project.

CEPI proposes a fee of \$155,135.00 for the scope as in our proposal for the referenced project. Our fee is a not to exceed cost ceiling, for the tasks identified in the scope of services of our proposal. All services will be performed on a time and materials basis with a not to exceed cost ceiling. We have provided a comprehensive fee for the services to be completed through the construction and warranty phase.

We look forward to the opportunity to further discuss our proposed scope of services and this exciting project. Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in black ink, appearing to read "Nick Larsen", is written over a faint, larger version of the same signature.

Nick Larsen, Project Manager
nick@cepi-casper.com
307.267.4533 (cell)

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

ENGINEERING FEE**Tower Hill Tank Stabilization**

Task No.	Description	Total Hours	Rate	Expenses	Total Cost
1	Surveying, Base Map, and Kickoff Meeting				
	CEPI				
	Senior Project Manager		\$ 190.00		\$ -
	Project Manager		\$ 175.00		\$ -
	Design Engineer	10	\$ 155.00		\$ 1,550.00
	Survey Manager	10	\$ 155.00		\$ 1,550.00
	AutoCAD/Engineering Technician		\$ 105.00		\$ -
	Drone Survey	5	\$ 305.00		\$ 1,525.00
	Survey Crew	10	\$ 190.00	500.00	\$ 2,400.00
	Administrative/Secretarial		\$ 65.00		\$ -
					\$ -
					\$ -
					\$ -
	Total Task 1				\$ 7,025.00
2	Coordination w/City & SOHS & FEMA				
	CEPI				
	Senior Project Manager	3	\$ 190.00		\$ 570.00
	Project Manager	30	\$ 175.00		\$ 5,250.00
	Design Engineer	30	\$ 155.00		\$ 4,650.00
	Survey Manager		\$ 155.00		\$ -
	AutoCAD/Engineering Technician		\$ 105.00		\$ -
	Drone Survey		\$ 305.00		\$ -
	Survey Crew		\$ 190.00		\$ -
	Administrative/Secretarial		\$ 65.00		\$ -
					\$ -
					\$ -
	Total Task 2				\$ 10,470.00
3	Field Investigations				
	CEPI				
	Senior Project Manager	5	\$ 190.00		\$ 950.00
	Project Manager	10	\$ 175.00		\$ 1,750.00
	Design Engineer	20	\$ 155.00		\$ 3,100.00
	Survey Manager		\$ 155.00		\$ -
	AutoCAD/Engineering Technician		\$ 105.00		\$ -
	Drone Survey		\$ 305.00		\$ -
	Survey Crew		\$ 190.00		\$ -
	Administrative/Secretarial		\$ 65.00		\$ -
					\$ -
					\$ -
	Geotechnical			27,900.00	\$ 27,900.00
	Total Task 3				\$ 33,700.00

4	Contract Documents w/Estimates @.50, .90, .100%				
	CEPI				
	Senior Project Manager	10	\$ 190.00		\$ 1,900.00
	Project Manager	20	\$ 175.00		\$ 3,500.00
	Design Engineer	50	\$ 155.00		\$ 7,750.00
	Survey Manager	8	\$ 155.00		\$ 1,240.00
	AutoCAD/Engineering Technician	20	\$ 105.00		\$ 2,100.00
	Drone Survey		\$ 305.00		\$ -
	Survey Crew		\$ 190.00		\$ -
	Administrative/Secretarial	10	\$ 65.00		\$ 650.00
					\$ -
					\$ -
	Total Task 4				\$ 17,140.00
5	Advertising and Bidding				
	CEPI				
	Senior Project Manager		\$ 190.00		\$ -
	Project Manager	20	\$ 175.00		\$ 3,500.00
	Design Engineer	30	\$ 155.00		\$ 4,650.00
	Survey Manager		\$ 155.00		\$ -
	AutoCAD/Engineering Technician		\$ 105.00		\$ -
	Drone Survey		\$ 305.00		\$ -
	Survey Crew		\$ 190.00		\$ -
	Administrative/Secretarial	20	\$ 65.00	500.00	\$ 1,800.00
					\$ -
					\$ -
	Total Task 5				\$ 9,950.00
6	Construction - Two Months				
	CEPI				
	Senior Project Manager	10	\$ 190.00		\$ 1,900.00
	Project Manager	20	\$ 175.00		\$ 3,500.00
	Design Engineer	60	\$ 155.00		\$ 9,300.00
	Survey Manager	10	\$ 155.00		\$ 1,550.00
	AutoCAD/Engineering Technician	120	\$ 105.00	2,000.00	\$ 14,600.00
	Drone Survey		\$ 305.00		\$ -
	Survey Crew	30	\$ 190.00	1,000.00	\$ 6,700.00
	Administrative/Secretarial	10	\$ 65.00		\$ 650.00
					\$ -
	Geotechnical			30,700.00	\$ 30,700.00
	Total Task 6				\$ 68,900.00

7	Final Construction				
	CEPI				
	Senior Project Manager		\$ 190.00		\$ -
	Project Manager	5	\$ 175.00		\$ 875.00
	Design Engineer	5	\$ 155.00		\$ 775.00
	Survey Manager		\$ 155.00		\$ -
	AutoCAD/Engineering Technician	10	\$ 105.00		\$ 1,050.00
	Drone Survey		\$ 305.00		\$ -
	Survey Crew	10	\$ 190.00	250.00	\$ 2,150.00
	Administrative/Secretarial		\$ 65.00		\$ -
					\$ -
					\$ -
					\$ -
	Total Task 7				\$ 4,850.00
8	Post Construction				
	CEPI				
	Senior Project Manager		\$ 190.00		\$ -
	Project Manager		\$ 175.00		\$ -
	Design Engineer	20	\$ 155.00		\$ 3,100.00
	Survey Manager		\$ 155.00		\$ -
	AutoCAD/Engineering Technician		\$ 105.00		\$ -
	Drone Survey		\$ 305.00		\$ -
	Survey Crew		\$ 190.00		\$ -
	Administrative/Secretarial		\$ 65.00		\$ -
					\$ -
					\$ -
	Total Task 8				\$ 3,100.00
	CEPI				
	Senior Project Manager	28	\$ 190.00		\$ 5,320.00
	Project Manager	105	\$ 175.00		\$ 18,375.00
	Design Engineer	225	\$ 155.00		\$ 34,875.00
	Survey Manager	28	\$ 155.00		\$ 4,340.00
	AutoCAD/Engineering Technician	150	\$ 105.00		\$ 17,750.00
	Drone Survey	5	\$ 305.00		\$ 1,525.00
	Survey Crew	50	\$ 190.00		\$ 11,250.00
	Administrative/Secretarial	40	\$ 65.00		\$ 3,100.00
					\$ -
	Geotechnical				\$ 58,600.00
	Total				\$ 155,135.00

RESOLUTION NO. 24-54

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE TOWER HILL TANK STABILIZATION PROJECT, PROJECT NO. 23-046.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design, bidding, and construction administration services for the Tower Hill Tank Stabilization Project, Project No. 23-046, and,

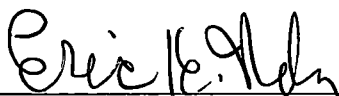
WHEREAS, Civil Engineering Professionals, Inc., is willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Civil Engineering Professionals, Inc., for the engineering services more specifically delineated in the Contract for Professional Services, in the amount of One Hundred Fifty-Five Thousand One Hundred Thirty-Five Dollars (\$155,135.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Contract, for a total amount not to exceed One Hundred Fifty-Five Thousand One Hundred Thirty-Five Dollars (\$155,135.00).

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2024.

APPROVED AS TO FORM:
(Tower Hill Tank Stabilization Project, Project No. 23-046)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 14, 2024

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

FROM: Tom Brauer, Chief Operating Officer
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer *AS*
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing a Contract for Professional Services with Geosyntec Consultants, Inc., in the amount of \$157,533.00, for the 2024-2029 Solid Waste Planning, Project No. 23-049.

Meeting Type & Date
Regular City Council Meeting
April 2, 2024

Action Type
Resolution

Recommendation:
That Council, by Resolution, authorize a Contract for Professional Services with Geosyntec Consultants, Inc., in the amount of \$157,533.00, for the 2024-2029 Solid Waste Planning, Project No. 23-049.

Summary:
Proposals were requested from qualified engineering consultants to provide construction and closure cost estimating, landfill airspace value calculations, call operational support, and preparation of annual State Guaranteed Trust Calculations.

Three (3) Proposals were received for the work in response to the City’s Request for Proposals:

Geosyntec Consultants Inc.	Lakewood, Colorado	\$157,533.00
HDR Engineering	Gillette, Wyoming	\$201,181.00
Burns & McDonnell	Englewood, Colorado	\$210,507.00

Interviews were held with all consultants submitting proposals. City Staff recommends awarding this contract to Geosyntec Consultants, Inc., in the amount of \$157,533.00, based on their qualifications, understanding of the project, and reasonable fees.

Financial Considerations
Funding for the project is from the Balefill Professional Services FY24 Fund.

Oversight/Project Responsibility
Steven Stolte, E.I.T., Associate Engineer I

Attachments
Resolution
Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 02 day of April 2024, 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. Geosyntec Consultants, Inc., 5670 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111 ("Consultant").

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

RECITALS

A. The City is undertaking a project to hire a consultant to provide construction and closure cost estimating, landfill airspace value calculations, on call operational support, and Preparation of annual State Guaranteed Trust Calculations, otherwise known as the 2024-2029 Solid Waste Planning, Project No. 23-049.

B. The project requires professional services for:

- i. Construction closure cost estimating to include planning documents from the subgrade of current operating layer of lined Cells 1 through 5 and unlined construction and demolition cell of the Casper Regional Landfill and using the conceptual subgrade plan for future Cells 6-9 and future unlined cells.
- ii. Landfill Airspace Volume Calculations.
- iii. On-Call Operational Support.
- iv. Preparing Annual State Guaranteed Trust Calculations.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project described in Exhibit A, Exhibit B and Exhibit C, which are attached and hereby made part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of December 2029.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of One Hundred Fifty Seven Thousand Five Hundred Thirty-Three and 00/100 Dollars (\$157,533.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
711E56C840E24B1...

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Stephen Cathey
Mayor

Amanda Ainsworth
City Clerk

Signature Page for the Consultant

WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT

Geosyntec Consultants, Inc.

By: DocuSigned by:
Rebecca C. Daprato
E7A03D2F0624415... _____

Printed Name: Rebecca C. Daprato

Title: Vice President/Senior 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 the 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 the 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.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. 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 the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. 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.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, the 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 One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The 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*

The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The 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. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage

for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

The 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. The Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The 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 the Consultant shall perform all of the

services for the compensation set forth in this Contract. The 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. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. 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.

16. 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.

17. 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.

18. 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.

SCOPE OF SERVICES

The Scope of Services shall, as a minimum, include the following:

- A. Task 1: Construction and Closure Cost Estimating
 - a. The Consultant will provide an annual CRL Airspace Cost Summary Table. This task will require updating construction project cost estimates in consideration of the landfill design and partial cell closures, updated landfill development and closing sequencing, current airspace consumption rates and in-place compacted density estimates, and current 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.
 - b. Create planning documents from the subgrade of current operating layer of lined cells 1 through 5 and unlined (C&D) of Casper Regional Landfill (CRL) using the conceptual subgrade plan of future CRL Cells 5 – 9 and future unlined landfill cells. Include tables as illustrated in 2023 CRL Annual report. Provide by March 15, 2024 to City Solid Waste Manager and City assigned Project Manager/Engineer for inclusion in the 2024 annual CRL report with Fiscal Year (FY) 2023/2024 airspace usage. Include estimate of remaining years of life for the currently operating lined CRL Cells 1-5 and unlined C&D Cell and the disturbed linear acres. Note linear disturbed acres should not change from year to year for open cells.
 - c. Update annual report planning tables with FY usage, etc. and submit to City Solid Waste Manager, City Engineer and City Finance Manager annually by October 1st following the June aerial survey for the FY, for years 2024 through 2029.
- B. Task 2: Landfill Airspace Value Calculations
 - a. The Consultant will annually calculate the value of CRL airspace on a per-cubic-yardage basis to perform cost-benefit analyses. The Consultant 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. The City will provide landfill operations costing data by November 1st for years 2024 through 2029.
- C. Task 3: On-Call Operational Support
 - a. The Consultant will provide on-call operational support for waste planning at the CRL on an annual basis. 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.

EXHIBIT A

D. Task 4: Prepare Annual State Guaranteed Trust Calculations

- a. Prepare Annual State Guaranteed Trust Calculations for CRL closure and post closure costs including acres disturbed and remaining years of life for current operating cells. Provide to City Solid Waste Manager annually by January 31st for years 2025-2029 following the June aerial survey. Acres disturbed and remaining years of life for open cells must match FY airspace usage information in annual report.

****Tables that are to be used and updated are attached as Exhibit A.**

The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the City through the office of the City Manager or his designated representative.

TIMETABLE

Following is the timetable for this Contract:

- | | | |
|----|--|---|
| 1. | Proposal Due: | February 14, 2024 |
| 2. | Consultant’s Presentation and Interview:
(Option to Hold Virtually) | February 19 -February 23, 2024 |
| 3. | Selection of Consultant by Council: | April 2, 2024 |
| 4. | Task 1: Construction and Closure Cost Estimating | |
| | a. | May 3, 2024
March 15, 2025-2029 |
| | b. | May 17, 2024
April 15, 2025-2029 |
| | c. | October 1, 2025-2029 |
| 5. | Task 2: Landfill Airspace Value Calculations | November 1, 2024-2029 |
| 6. | Task 3: On-Call Operational Support | Through December 31, 2029 |
| 7. | Task 4: Prepare annual State Guaranteed Trust Calculations | January 31 st for years
2025-2029 |

The submittal of a proposal will be indication that the Consultant has no problem in keeping this schedule.

EXHIBIT A

MEETINGS

The Consultant shall attend any special meeting with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

TABLES

**TABLE 1 - METHANE AND DEPTH TO GROUNDWATER LEVEL MEASUREMENTS
CASPER REGIONAL LANDFILL
CASPER, WY**

Exhibit A
Geosyntec Consultants

Year	Quarter	Date	Methane Measurements										
			E-3 (%LEL)	E-7 (%LEL)	E-8 (%LEL)	E-9 (%LEL)	E-10 (%LEL)	E-11 (%LEL)	E-12 (%LEL)	E-13 (%LEL)	E-14 (%LEL)	E-15 (%LEL)	
2020	Q1	27-Mar	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-
	Q2	15-Jun	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-
	Q3	30-Sep	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	-
	Q4	31-Dec	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021	Q1	22-Mar	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q2	30-Jun	NS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q3	14-Sep	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q4	23-Dec	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
2022	Q1	15-Mar	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q2	7-Jun	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q3	2-Sep	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Q4	29-Dec	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0

Year	Quarter	Date	Depth to Groundwater Measurements										
			E-3 (ft)	E-7 (ft)	E-8 (ft)	E-9 (ft)	E-10 (ft)	E-11 (ft)	E-12 (ft)	E-13 (ft)	E-14 (ft)	E-15 (ft)	
2020	Q1	27-Mar	8.50	48.88	43.95	36.68	36.80	41.31	37.41	-	-	-	-
	Q2 ⁷	17-Jun	8.52	53.45	44.36	36.52	37.25	41.63	37.80	-	-	-	-
	Q3	30-Sep	8.97	49.21	45.09	36.66	37.88	41.81	38.26	-	-	-	-
	Q4	31-Dec	9.41	49.42	45.42	36.95	38.22	42.64	38.65	20.98	16.89	14.36	-
2021	Q1 ⁸	22-Mar	9.70	49.42	35.70	37.02	38.53	43.12	38.94	21.21	17.06	14.61	-
	Q2	30-Jun	9.40	49.57	45.98	36.85	38.94	42.17	38.70	20.53	16.10	13.65	-
	Q3	14-Sep	8.55	49.11	45.65	34.45	38.33	39.55	37.37	19.91	15.05	13.70	-
	Q4	23-Dec	8.01	48.73	45.42	36.03	38.65	38.86	36.26	19.50	15.34	13.47	-
2022	Q1 ⁹	15-Mar	8.05	48.56	45.30	36.56	38.42	40.32	36.43	19.55	15.74	13.37	-
	Q2	7-Jun	7.71	48.65	45.19	36.93	38.35	40.36	36.63	18.89	15.70	12.87	-
	Q3	6-Sep	7.29	48.60	44.96	34.92	37.70	38.27	36.40	19.01	15.38	13.07	-
	Q4	29-Dec	7.70	48.35	44.70	36.28	37.79	39.75	36.02	19.59	15.97	13.23	-

Year	Quarter	Date	Groundwater Elevation										
			E-3 (ft)	E-7 (ft)	E-8 (ft)	E-9 (ft)	E-10 (ft)	E-11 (ft)	E-12 (ft)	E-13 (ft)	E-14 (ft)	E-15 (ft)	
2020	Q1	27-Mar	5,118.75	5,201.35	5,124.48	5,165.67	5,126.21	5,159.32	5,202.02	-	-	-	-
	Q2 ⁷	17-Jun	5,118.73	5,196.78	5,124.07	5,165.83	5,125.76	5,159.00	5,201.63	-	-	-	-
	Q3	30-Sep	5,118.28	5,201.02	5,123.34	5,165.69	5,125.13	5,158.82	5,201.17	-	-	-	-
	Q4	31-Dec	5,117.84	5,200.81	5,123.01	5,165.40	5,124.79	5,157.99	5,200.78	5,212.47	5,215.02	5,170.33	-
2021	Q1	22-Mar	5,117.55	5,200.81	5,132.73	5,165.33	5,124.48	5,157.51	5,200.49	5,212.24	5,214.85	5,170.08	-
	Q2	30-Jun	5,117.85	5,200.66	5,122.45	5,165.50	5,124.07	5,158.46	5,200.73	5,212.92	5,215.81	5,171.04	-
	Q3	14-Sep	5,118.70	5,201.12	5,122.78	5,167.90	5,124.68	5,161.08	5,202.06	5,213.54	5,216.86	5,170.99	-
	Q4	23-Dec	5,119.24	5,201.50	5,123.01	5,166.32	5,124.36	5,161.77	5,203.17	5,213.95	5,216.57	5,171.22	-
2022	Q1	15-Mar	5,119.20	5,201.67	5,123.13	5,165.79	5,124.59	5,160.31	5,203.00	5,213.90	5,216.17	5,171.32	-
	Q2	7-Jun	5,119.54	5,201.58	5,123.24	5,165.42	5,124.66	5,160.27	5,202.80	5,214.56	5,216.21	5,171.82	-
	Q3	6-Sep	5,119.96	5,201.63	5,123.47	5,167.43	5,125.31	5,162.36	5,203.03	5,214.44	5,216.53	5,171.62	-
	Q4	29-Dec	5,119.55	5,201.88	5,123.73	5,166.07	5,125.22	5,160.88	5,203.41	5,213.86	5,215.94	5,171.46	-

Notes:

- LEL = "Lower Explosive Limit" for methane.
- NS = "Not Scheduled"; "-" = Data not available
- Depth to Groundwater measurements and methane monitoring is performed at monitoring well locations E-3, E-7, E-8 and E-9 once per year in June during annual groundwater sampling, per Table 1 of the Environmental Monitoring Plan Revision 5, dated 31 March 2021. Only those wells in the current monitoring network listed in the Site EMP Rev 5, dated March 2021, are shown.
- Methane readings were obtained with the City's GEM 5000.
- Depth to groundwater measurements were obtained using a water level indicator meter.
- Groundwater elevations are calculated as the top-of-casing elevation minus the depth to groundwater measured for that quarter. Top-of-casing elevations are provided in Table 2 of the Site EMP.
- Depth to Groundwater measurements were performed at monitoring well locations E-7 and E-12 on 6/17/2020, at E-3, E-9, E-10, E-11 on 6/18/2020, and at E-8 on 6/22/2020
- Depth to groundwater at E-8 was re-checked twice on 4/14/2021. Initial reading was 35.7 ft bgs, first re-check was 45.78 ft bgs, and second check was 45.80 ft bgs.
- Depth to groundwater at E-8 was re-checked 3/23/2021. Initial reading was 35.30 ft bgs, and was remeasured at 45.30; the initial reading was likely a recording error.

TABLE 2
GROUNDWATER AND LEACHATE SAMPLE RESULTS
CASPER REGIONAL LANDFILL
CASPER, WY

Table with columns: Method, Group, Parameter, Units, Capex Combined Regulatory Standard, and 10 sampling dates from E-13-3/17/2022 to E-11-6/10/2022. Rows include Chemical Oxygen Demand, Metals, TOC, and VOCs.

See -- less than laboratory reporting limit
-- not analyzed
A - Relative percent difference (RPD) between duplicate and parent sample is greater than 30%
J - Compound detected below method quantitation limit, estimated value provided
I - The associated background (BG) was greater than the estimated quality control range for accuracy
B - Compound detected at Laboratory Blank analysis
OI - The analyte failed the method required and did not run on subsequent post spike criteria
This column indicates matrix interferences
I1 - Sample received past due to holding time expiration

TABLE 3
STATISTICAL ANALYSIS OUTLIERS
CASPER REGIONAL LANDFILL
CASPER, WY

Well	Parameter	Outlier	Date	Rationale	
E-9	Arsenic	0.029	2009	single point 5X all other data	
	Barium	0.31	2009	single point 5X all other data	
	Chromium	0.07	2009	single point 5X all other data	
	Cobalt	0.029	2009	single point 5X all other data	
	Manganese	10	2009	single point 5X all other data	
	Nickel	0.07	2009	single point 5X all other data	
E-10	Chromium	0.02	2012	single point 2 x other data causing trend and high bias prediction limit	
	Manganese	0.3	2012	single point 10x other data causing high bias prediction limit	
E-11	Iron	1st point	3/20/2012	oldest data 5x all other	
	Arsenic	1st point	3/20/2012	oldest data >3x all other	
	Barium	1st point	3/20/2012	oldest data 2x all other	
	Chromium	1st point	3/20/2012	oldest data 5x all other	
	Cobalt	1st point	3/20/2012	oldest data >3x all other	
	Copper	1st point	3/20/2012	oldest data 5x all other	
	Lead	1st point	3/20/2012	oldest data 5x all other	
	Manganese	1st point	3/20/2012	oldest data >8X modern data	
	Nickel	1st point	3/20/2012	oldest data >4X all other	
	Vanadium	1st point	3/20/2012	oldest data 3X all other	
	Zinc	1st point	3/20/2012	oldest data >2X all other	
	E-12	Iron	1st point	3/20/2012	oldest data 10x all other data
Potassium		1st point	3/20/2012	oldest data causing decreasing trend 2x other data	
Chromium		1st point	3/20/2012	oldest data 10x all other data	
Cobalt		1st point	3/20/2012	oldest data 10x all other data	
Manganese		1st point	3/20/2012	oldest data 5x all other data	
Nickel		1st point	3/20/2012	oldest data 10x all other data	
E-3	Calcium	256	1998	oldest data - 2 times all other values	
	Cadmium	0.05	2010	single point >2X all other data	
	Cobalt	0.008	2010	single point >10X all other data	
	Cyanide	0.0052	2015	single point >2X all other data	
	Iron	10	2009	>5 times all other data	
	Magnesium	230	1998	oldest data - 2 times all other values	
	Sodium	not outliers	pre-2009	post 2009 to eliminate decreasing trend	
	Barium	NDs with high DL	pre-2002	post 4/4/2002 detected data only - early high DL NDs omitted(>5 x detected values)	
	Chromium	NDs with high DL	pre 2009	post 2008 detected data only - early high DL NDs omitted(>5 x detected values)	
	Mercury	0.004	2010	single point >10X all other data	
	Nickel	NDs with high DL	pre2002	post 4/4/2002 detected data only - early high DL NDs omitted(>5 x detected values)	
	Sulfate	1141	1998	oldest data - 2 times all other values	
	TDS	2220	1998	oldest data - 2 times all other values	
	TOC		1998-2000	omit 5 initial values - anomalous high compared to remainder causing high bias Prediction Limit	
	E-8	Calcium	compliance points	2017-2018	No Background trend without these compliance points
		Arsenic	1st 3 points	2008-2010	ND in 2018 oldest data >3X all more recent results- eliminates trend & high bias Prediction Limit
		Beryllium	1st 3 points	2008-2010	ND in 2018 oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit
Chromium		1st 3 points	2008-2010	oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Cobalt		1st 3 points	2008-2010	ND in 2018 oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Copper		1st 3 points	2008-2010	ND in 2018 oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Cyanide		0.4	2017	single point >10X all other data	
Lead		1st 3 points	2008-2010	ND in 2018 oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Nickel		1st 3 points	2008-2010	oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Vanadium		1st 3 points	2008-2010	ND in 2018 oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Zinc		1st 3 points	2008-2010	oldest data >2X all more recent results- eliminates trend & high bias Prediction Limit	
Sulfate		compliance points	2016-18	no trend in pre 2016 Background	
Silver		2.3	2015	single point >10X all other data	
Iron?		1st 2 points	2010	oldest and 8X all other data - causing high bias Prediction Limit	

Exhibit A

Geosyntec Consultants

**TABLE 4 - STATISTICALLY SIGNIFICANT INCREASES (INTRA-WELL ANALYSIS)
 2022 ANNUAL GROUNDWATER AND LEACHATE SAMPLING EVENT
 CASPER REGIONAL LANDFILL
 CASPER, WY**

Monitoring Well	Intrawell Constituent SSIs
E-3	
E-8	Calcium, Chloride, Nitrate, Sulfate, TDS
E-9	
E-10	Silver, Sulfate, Total Dissolved Solids, Potassium
E-11	Nitrate, Sulfate, Total Dissolved Solids

Bold indicates change from 2021

TABLE 5
ANNUAL WASTE PLACEMENT VOLUMES AND REMAINING CAPACITY - PHASE I LINED CELLS
CASPER REGIONAL LANDFILL
CASPER, WY

Year	Annual Waste Over-the-Scale (tons) ²	Annual Waste Landfilled (yd ³) ³	Effective Specific Volume (yd ³ /ton) ⁴	Cumulative Capacity Used (yd ³)	Cell Capacity (yd ³) ⁵	Remaining Available Capacity (yd ³)
Initial	Construction of Phase I of Cells 1 and 2				1,777,464	
2008 ¹	16,890	37,682	2.23	37,682		1,739,782
2009	93,515	208,632	2.23	246,314		1,531,150
2010	118,272	318,992	2.7	565,306		1,212,158
2011	132,825	298,847	2.25	864,153		913,311
2012a	133,646	281,728	2.11	1,145,881		631,583
2012b	Construction of Phase 2 of Cells 1 and 2				645,727	
2013	131,146	288,720	2.2	1,434,601		988,590
2014	145,823	293,000	2.01	1,727,601		695,590
2015a	176,998	285,660	1.61	2,013,261		409,930
2015b	Construction of Cell 3				302,225	
2015c	Additional Cell 2 Capacity				1,255,474	
2015d	Construction of Cell 4				538,173	
2015e	Additional Cell 3 Capacity				536,040	
2016	178,768	288,517	1.61	2,301,777		2,753,326
2017	127,633	182,243	1.43	2,484,020		2,571,083
2018 ⁶	137,196	334,540	2.44	2,818,560		2,236,543
2019	147,146	184,946	1.26	3,003,505		2,051,598
2020	136,945	406,741	2.97	3,410,246		1,644,857
2021	125,467	144,921	1.16	3,555,168		1,499,935
2022	138,355	111,573	0.81	3,666,741		1,388,362

Notes:

1. Phase I of Cells 1 and 2 was opened for waste filling in October 2008. The 2008 tonnage represents a partial tonnage for that year, based on 3 months of operation.
2. Tonnage information provided by the Casper Regional Landfill scale house records. Tonnage is approximate based on records from 2008-2015 and 2017. Tonnage from 2016 is calculated based on 2015 specific volume and an assumed 1% growth rate.
3. Annual Waste Landfilled in cubic yards is calculated from annual topographic survey comparisons. The volume for 2008-2009 was calculated using an assumed effective specific volume. The volume for 2016 was calculated assuming a 1% increase from 2015.
4. Calculated as the waste tonnage divided by the volume of landfilled waste. Effective specific volume excludes cover soil material volume tracked by CRL operations after 2019. Assumed for 2008-2009, Calculated from approx. scale house records and topographic survey data from 2010- 2015; Assumed constant after 2015 for planning purposes.
5. Initial capacities of cells 3-8 represent interim capacities; Remaining airspace available after completion of expansion cell construction.
6. Annual Waste Landfilled calculated based on 2017 and 2018 survey comparisons and estimated volume of cover soils placed during that time.

Exhibit A

**TABLE 6
ANNUAL WASTE PLACEMENT VOLUMES AND REMAINING CAPACITY - UNLINED CELL
CASPER REGIONAL LANDFILL
CASPER, WY**

Year	Annual Waste Over-the-Scale (tons) ^{2,3}	Annual Waste Landfilled (cy) ^{4,5}	Effective Specific Volume (cy/ton) ⁵	Total Capacity Used (cy)	Added Useable Capacity (cy)	Remaining Available Capacity (cy)
Initial	Construction of C&D Cell 1				1,354,449	
2014/2015 ¹	6,935	22,242	3.21	22,242		1,332,207
2016	10,403	33,363	3.21	55,605		1,298,844
2017	940	4,890	5.20	60,495		1,293,954
2018	771	127,205	1.65	187,700		1,166,749
2019	5,363	-12,879	-2	174,821		1,179,628
2020	10,306	82,762	8.03	257,583		1,096,866
2021	3,563	25,041	7.03	282,624		1,071,825
2022	4,972	15,537	3.12	273,120		1,081,329

Notes:

1. C&D Cell 1 was constructed in June 2014; the 2014/2015 tonnage represents a partial tonnage estimate from 2014 based on 6 months of operation and the full tonnage from 2015
2. Based on tonnage of special wastes received and permitted for disposal in unlined C&D cell
3. Based on waste survey performed in June each year. The negative ESV in 2019 is due to the relocation and compaction of FY2018 waste (i.e., geosynthetics waste, etc.)
4. Calculated from topographic survey data.
5. Excludes soil cover after 2020; Calculated from tonnage estimates and topographic survey data.

TABLE 7
REMAINING AIRSPACE FOR PHASE I LINED CELLS
CASPER REGIONAL LANDFILL
CASPER, WY

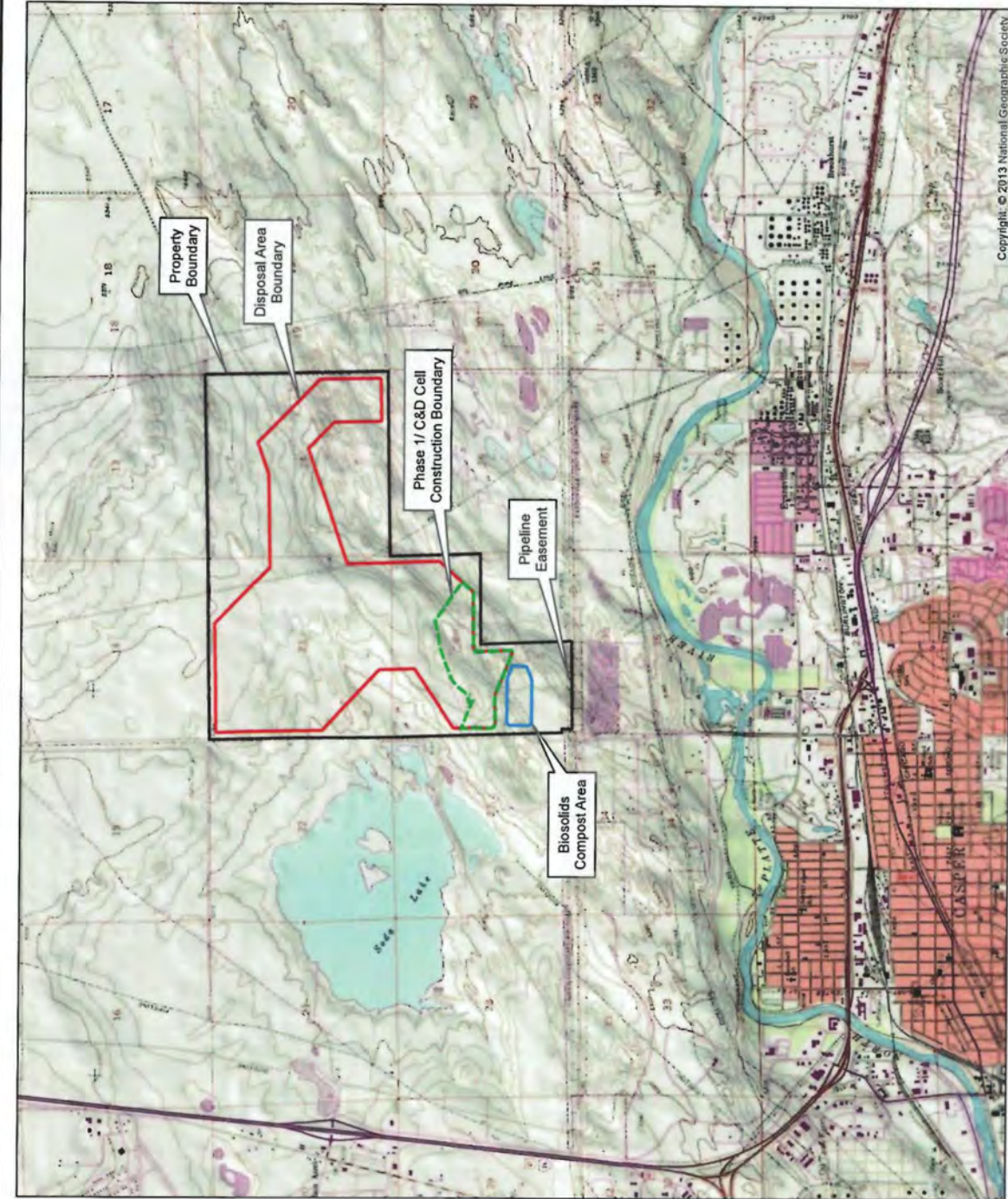
Phase I Lined Cell Area	Total Capacity (yd ³)	Airspace Consumed by FY22 end (yd ³)	Airspace Remaining by FY22 end (yd ³)	Remaining Life (years)	Anticipated Closure (Fiscal) Year
Cell 1 - 4	5,055,103	3,666,741	1,388,362	10 years	FY32
Cell 5	--	0	0		
Cell 6	--	0	0		
Cell 7	--	0	0		
Cells 5 - 8	--	0	4,892,893	35-36 years	FY58

Notes:

1. Values for airspace consumed by end of FY22 are based on aerial surveys and survey comparisons provided by J.K.C Engineering
2. Values for airspace consumed assume that the total quantity of airspace consumed in FY20 occurs in Cells 1 and 2, and no airspace was consumed in other areas. The values do not consider volume consumed from soil cover placement.
3. The actual airspace values for a cell area may be different than those shown here, and are based on actual locations where waste was placed, and actual volumes of waste placed.
4. Forecasted closure dates are based on an assumed waste stream (i.e., tonnage) increase equal to 1% annually, and the effective specific volume calculated for FY22.

FIGURES

Exhibit A



LEGEND

- Biosolids Compost Area
- - - Phase 1/ C&D Cell Construction Boundary
- Disposal Area Boundary
- Property Boundary

REFERENCES
 Coordinate System: NAD 1983 StatePlane Wyoming East Central FIPS 4902 Feet.



PROJECT

CITY OF CASPER
 CASPER REGIONAL LANDFILL
 CASPER, WYOMING

FIGURE 1 - SITE LOCATION MAP

Note: This figure was provided by the City of Casper and originally developed by Golder Associates.

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2022 Annual Sampling Letter
 Casper Regional Landfill

Exhibit A



Legend

- Groundwater Monitoring Well
- Abandoned Groundwater Monitoring Well
- Abandoned Piezometer
- Up-gradient Well in Monitoring Well Network
- Down-gradient Well in Monitoring Well Network
- Approximate CRL Phase I Boundary
- Landfill Equipment Storage Building (ESB)
- Biosolids ESB
- Biosolids Compost Boundary
- C & D Waste Boundary
- Cell Boundary

Source:

Aerial photography provided by Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.
 Coordinate System: NAD 1983 State Plane Wyoming East Central FIPS 4902 Feet.



DRAFT

CITY OF CASPER
 CASPER, WYOMING

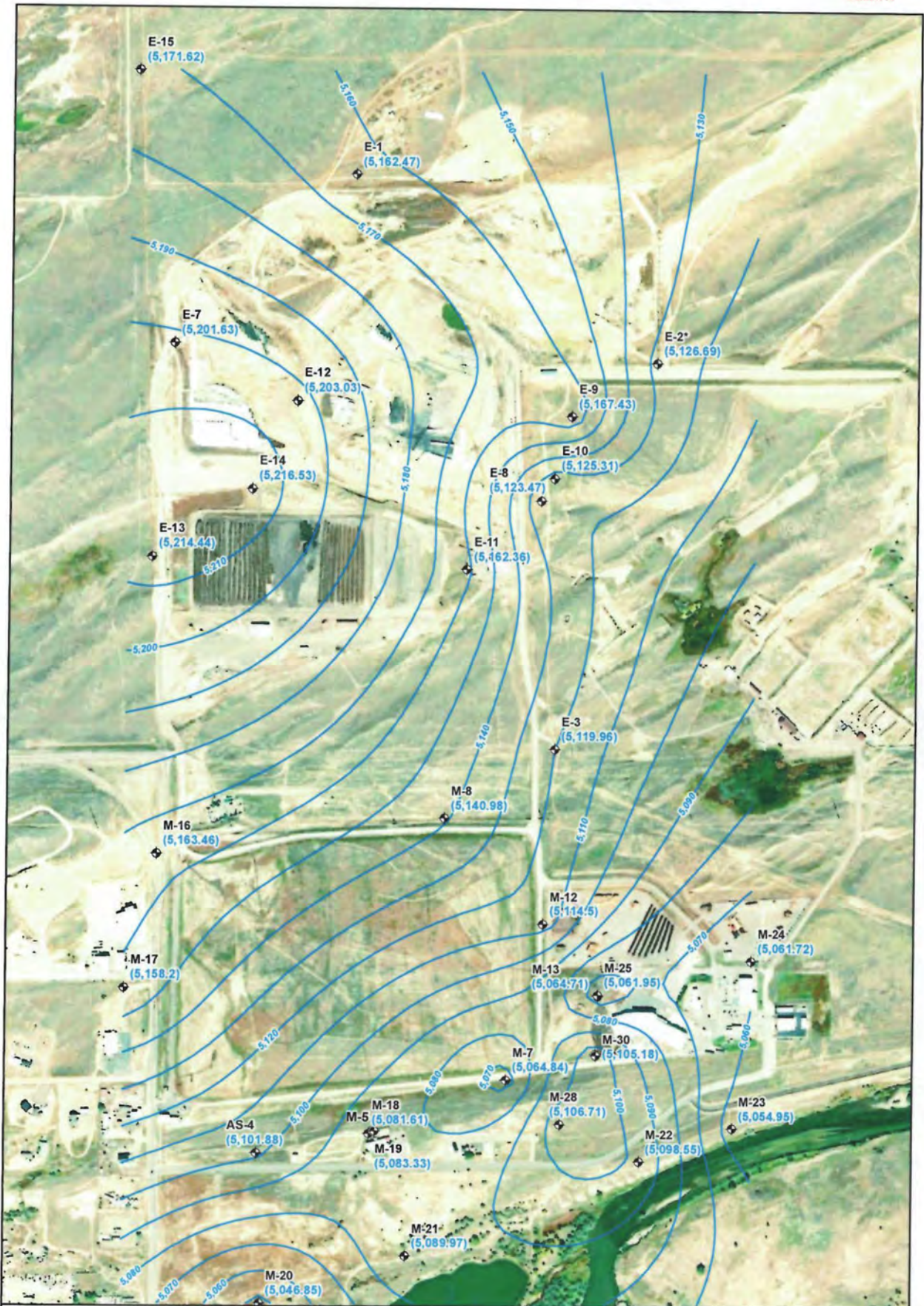
**Facility Map
 and Groundwater/Methane
 Monitoring Locations**

Geosyntec
 consultants

Figure
2

DE0375 April 2023

Document Path: P:_Projec_Files\DE0375_CRL Monitoring & Reporting\GIS\2021\202101\mxd\Fig2_Facility_Map_GW-Meth_Mon_Location_revised.mxd



Legend

- ◆ Groundwater Monitoring Well
- Groundwater Elevation Contour (feet)

Notes:

1. * - Well E-2 was abandoned in September 2022 as part of the Cell #5 expansion.
2. Groundwater contours shown are based on depths to groundwater obtained at each monitoring well shown. Depths were obtained during the 2022 Annual Groundwater and Leachate Sampling Event.
3. Groundwater well locations not utilized for the annual groundwater sampling event were not evaluated and are not shown.
4. Groundwater flow direction is generally south to north. This flow direction is opposite the observed flow direction based on the groundwater depth information obtained during the 2017 Annual Groundwater and Leachate Sampling Event.

0 600 Feet

**Potentiometric Surface
June 2022**

City of Casper Regional Landfill

Geosyntec
consultants

Greenwood Village, CO January 2023

Figure
1 236

EXHIBIT B



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Lakewood, Colorado 80228
PH 720.647-1444

www.geosyntec.com

14 February 2024

Transmitted via email: sstolte@casperwy.gov
Asaveda@casperwy.gov

Mr. Alex Saveda
City of Casper Public Services Department
City Engineering Division
Casper Business Center
123 West 1st Street, Suite 570
Casper, Wyoming 82601

**Subject: Proposal for Surveying and Engineering Services for
Solid Waste Planning at the Casper Regional Landfill
City of Casper Public Service Department
City Engineering Division
Casper, Wyoming 82601**

Dear Mr. Sveda:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide the City of Casper (City) this proposal to provide surveying and engineering services for Solid Waste Planning at the Casper Regional Landfill operated by the City of Casper Public Service Department (City).

PROJECT UNDERSTANDING

The Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD) regulations require the City report landfill capacity used and future use (airspace calculations) as well as to calculate closure and post closure cost estimates. As a result, the City is looking for a consultant to help provide the following services:

1. Construction Closure Cost Estimating to include planning documents from the subgrade of current operating layer of lined Cells 1 through 5 and unlined construction and demolition cell of the Casper Regional Landfill and using the conceptual subgrade plan for future Cells 6-9 and future unlined cells.
2. Landfill Airspace Volume Calculations
3. On-Call Operational Support
4. Prepare Annual State Guaranteed Trust Calculations

FIRM BACKGROUND

Geosyntec is qualified to provide all services requested in the request for proposal. Geosyntec has been completing some portion of these services over the past 8 years as part of the Annual Reporting.

EXHIBIT B

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14 February 2024
Page 2

Most Geosyntec employees hold advanced degrees and have significant experience implementing complex technical, scientific, and financial solutions in the field. Our vision of success builds on our internal culture of technical excellence and the outstanding qualities of our staff and their shared commitment to exceptional client service. Our goals are not only to provide cost-effective and innovative solutions, but also to understand our clients' challenges and opportunities so we can help them achieve success as they define it. We are proud of the significant volume of repeat business that we earn from existing clients, which is representative of the trust they place in our continued ability to deliver.



Since our founding in 1983, Geosyntec has built top tier practices to meet our clients' needs in contaminated site assessment and cleanup; civil site engineering and design; environmental planning and management; transactional due diligence and consultation; water and natural resources; geotechnical and geological analysis, modeling, and engineering; and air quality management and air pollution control.

KEY PERSONNEL

Geosyntec has put together a team of professionals to support the City, some of which are currently working for the City right now at the Casper Regional Landfill. As requested, we have provided details about each individual's experience, and availability. Resumes for each is presented in Attachment 1.



Yonas Zemuy, P.E. – Senior Principal (Project Director) – Availability 10%

Mr. Zemuy is a professional engineer with over 21 years of landfill engineering experience at over 30 landfills in Southern California. His expertise includes landfill Master Development Planning, permitting, design, operation, construction, and closure and post-closure maintenance. He has extensive experience with the preparation of landfill permit documents, design documents (specifications and engineering drawings), budget preparation, and bid documents for landfill systems, including, stormwater, leachate, and landfill gas control/treatment systems.

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Nick Talocco, P.E. – Senior Professional (Project Manager) – Availability 30%

Nick has 23 years of environmental experience managing complex environmental projects involving remediation design and implementation and remedial operation and maintenance at underground storage tank facilities, refineries, bulk terminals, and dry cleaners. He has expertise in designing and managing the operation of dewatering systems and dewatering treatment systems. Additionally, Nick has assisted the City of Loveland with a variety of projects and has experience working with the City and County of Denver, City of Lakewood, City of Fort Collins, and several other municipalities along the Front Range, giving him a greater understanding of working with municipalities to solve their environmental challenges.



Caleb Hogan, P.E. – Professional - Availability 50%

Caleb has performed stormwater related infrastructure design, modeling, and permitting work for a variety of industries, spanning across solid waste landfills, residential land development, and other industrial sites in Colorado. The breadth of Caleb's experience stems from the work he performed in the solid waste industry for landfills and composting facilities across the state of Colorado, as well as his time in the residential land development space designing stormwater conveyance systems for new housing developments and water and sanitary systems. Caleb has also performed design, engineering, and permitting services for compost facilities, materials recycling facilities, and transfer facilities throughout the state of Colorado.



Rich Murry, P.E. – QA/QC – Wyoming P.E. – Availability 30%

Rich has experience with aiding and implementing site assessments; waste characterization and diversion studies; design and implementation of remedial systems for vapor intrusion and soil and groundwater pollutants; environmental due diligence; and environmental compliance. He has extensive experience conducting waste characterization studies in accordance with *ASTM International D5231 – 92(2016) for Determination of the Composition of Unprocessed Municipal Solid Waste*. Rich also supports and manages compliance programs for solid waste facilities.

Karthik Viswanathan, EIT – Availability 30%

Karthik is a Project Engineer with over four years of experience in geotechnical and civil engineering. His expertise includes relevant experience on construction quality assurance (CQA), geotechnical field investigation, and civil design. He is experienced in managing, planning, and executing field investigations involving cone penetration tests (CPT), mud rotary, sonic and hollow-stem auger (HSA) borings, sample collection and logging, field classification of soils material in accordance with Unified Soil Classification System and American Society for Testing

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and Materials standards, and in-situ infiltration testing. He has experience managing and providing field CQA for earthwork components of development projects, dam rehabilitation, and municipal solid waste landfills.

Sneha Updahyaya, Ph.D, EIT – Availability 30%

Sneha has over three years of experience in planning and conducting geotechnical field investigations, geotechnical engineering analyses and calculations such as settlement and bearing capacity analyses, axial and lateral capacities of deep foundations, earth pressures for retaining walls, static and seismic slope stability analysis, seismic hazard assessments, liquefaction and lateral spreading evaluations, estimations of earthquake-induced deformations, pavement design, and review of design plans and specifications. Additionally, Sneha has experience with providing field Construction Quality Assurance (CQA) services for earthwork and geoenvironmental applications such as installation of methane mitigation systems.

NUMBER AND TYPE OF PROJECTS FIRM IS PRINCIPAL ENGINEER

Geosyntec completes projects throughout the United States and the World and as a result it is difficult to provide an exhaustive list of projects in which Geosyntec is the principal engineer. For the purpose of this proposal, we have isolated the list to just those projects in Colorado and Wyoming.

Currently in Colorado and Wyoming, Geosyntec is the principal engineer on 20 projects related to soil and groundwater remediation and former refineries, industrial facilities, and military installations. We are the principal engineer on five active and historical landfill or disposal facilities regulated by state of Colorado and Wyoming Solid and Hazardous waste divisions.

RECENT SIMILAR PROJECTS

Module 2 Expansion Design and Construction | Kern County, California

Project Description and Scope of Work:

Geosyntec participated in master plan development, geological and geotechnical investigations, hydrogeological evaluation, **airspace capacity and site life evaluations**; Regulatory and permitting support.

Geosyntec was also involved in many other aspects of the conception, design, and construction of the Module 2, an approximately 10-acre horizontal expansion from master planning to construction quality



Module 2 Taft Landfill

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assurance services. Geosyntec prepared construction-level design documents for the Module 2 expansion project. The work involved over 28 construction drawing sheets that provided detailed liner design grading plans and details, extensive surface water management system upgrades, leachate management system and containment facilities, and access roads and soil stockpile plans. Geosyntec also prepared site-specific Technical Specifications and CQA plan in support of the construction of Module 2 Taft RSLF. As part of the horizontal landfill expansion design services, Geosyntec also provided regulatory support services.

References:

Byron Smith
Kern County
661-862-8908 (retired)
smithb@co.kern.ca.us

Imperial County, As-Needed Solid Waste Regulatory Support | Imperial, California

Geosyntec has provided a wide range of solid waste services to support the Imperial County's inactive, active, and closed MSW landfills under as-needed engineering and permitting contracts. Geosyntec has performed site inspections and regulatorily required 5-year permit reviews for seven landfills, including the Ocotillo, Hot Spa, Brawley, Niland, Holtville, Calexico, and Imperial Solid Waste Sites in accordance with the requirements of 27 CCR Section 21640. These reviews include performing a site survey, evaluation of site settlement and drainage, **updating closure and post-closure financial assurance cost estimates**, updating site life estimates for active sites, updating permit documents for changes in operation or maintenance, and providing recommendations for site specific issues.



References:

Mr. John Gay, PE
Direct of Public Works
Imperial County Department of Public Works
442-265-1818
johngay@co.imperial.ca.us

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City of Los Angeles, As-needed Landfill Engineering | Los Angeles, California

Geosyntec has provided a wide range of solid waste services to the City of LA Sanitation Division since 1992 for their active and inactive landfills. Notably, Geosyntec has provided landfill permitting, closure and post-closure plan preparation, design, construction services and various other forms of support for the Lopez Canyon landfill. Geosyntec historically has provided support services to six of the landfills owned and maintained by the City of Los Angeles, including Bishops Canyon, Branford, Gaffey Street, Lopez Canyon, Sheldon-Arleta, and Toyon Canyon. Geosyntec has worked with regulatory agencies to maintain regulatory compliance, assist with landfill permitting, **final closure and post-closure document preparation, financial assurance cost estimation**, and CEQA document preparation.



References:

Mr. Timmie De Ramos, P.E.
City of Los Angeles/LA Sanitation
213-847-2800
timmie.deramos@lacity.org.

SCOPE OF WORK

Geosyntec has developed the following approach to the tasks presented above and in the request for proposals issued by the City.

Task 1 – Construction and Closure Estimating

Using information that is obtained under Task 2, Geosyntec will assist the City with developing or updating cost for closure and post-closure cost. Geosyntec is proposing to work with the City each year to account for the following factors related to closure cost estimating:

- The size and topography of the Site;
- The daily, weekly or yearly volume of waste to be received at the Site and estimated totals until closure;
- Availability of cover and fill material needed for site grading;
- The type of waste received;
- Disposal method and sequential disposal plan;
- Location of the Site and surrounding area;
- Requirements for surface drainage;
- Operation and maintenance of the leachate collection and treatment system, and the off-site disposal of leachate

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- Environmental quality monitoring system;
- Structures and other improvements to be dismantled and removed;
- Site storage capacity for solid waste;
- Vector control; and
- Any other relative factors.

We are also proposing to work with the City on development of a post-closure estimate accounting system for the following factors as applicable:

- The size and topography of the Site;
- The type and quantity of the waste received;
- Disposal method and sequential disposal plan;
- Environmental quality monitoring system;
- Soil conditions;
- Location of the Site and surrounding area;
- Leachate management and treatment;
- Landfill gas collection; and
- Planned inspection.

Ultimately Geosyntec will help the City determine closure and post-closure cost estimates on a yearly basis from 2024 to 2029. Geosyntec is proposing to take the current City Excel Spreadsheets and update various costs using generally accepted accounting principles for the years 2024 to 2029. We will supply an updated cost table each year. The cost table will be supplied to the City four weeks after we receive updated survey information that is used for airspace calculation as described in Task 2.

Task 2 – Landfill Airspace Calculations

For the purpose of determining the airspace calculations, Geosyntec will use information provided by the City, specifically survey data collected by Civil Engineering Professionals, Inc. (CEPI) using LiDAR. Geosyntec will use the following information provided by the City to complete the airspace calculations:

- Final cover surface in AutoCAD, with details and descriptions pertaining to elevations, etc.
- As-built base grades of existing (or design grades if as-builts are not available) and base grades for future cells.
- Gate-ton information and previous airspace estimates to determine a typical annual airspace consumption rate.

Using this information Geosyntec will generate top of waste grades, site-life estimates for constructed and unconstructed portions, and a compaction ratio. Geosyntec will supply summary

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 14 February 2024
 Page 8

tables presenting the annual waste volume summary and the airspace by year for both the solid waste landfill and the unlined waste cells and isopach drawings. These airspace calculations will be completed once a year.

Task 3 – On-Call Operational Support

Geosyntec will provide operational support for was planning on an annual basis. Geosyntec is proposing to provide 42 hours a year for a senior principal, senior professional and a professional level staff to assist City staff coordinating on waste placement sequence relative to permitted top of waste grades, updating top of waste surfaces to reflect waste placement in active cells and supporting staff with development of design surface capable of synchronizing with the City's Carlson Command software.

Task 4 – State Guarantee Trust Account Calculations

The State Guarantee Trust Account is a financial instrument set up by the State of Wyoming, though W.S. 31-11-515, to guarantee that adequate monies are available for closure and post-closure of municipal landfills. Calculating the annual premium payment for will be completed using the following steps:

1. Geosyntec will calculate the remaining usable disposal capacity of the Casper Regional Landfill, expressed as years, using information from the permit application.
2. Calculate the annual amount to be paid to the account using the following procedures:
 - a. Calculate 3% of the sum of the closure and post-closure costs using the formula:

$$(0.03 \times (\text{Closure cost} - \text{the amount of the net assets earmarked for closure costs})) + (0.03 \times (\text{Post-closure cost} - \text{the amount of net assets earmarked for post-closure costs}))$$

3. Geosyntec will account for closure and post-closure liabilities and costs in accordance with Generally Accepted Accounting Principles.
4. Calculate the balance due to the account by deducting the total of previous payment to the account from 3% of the sum of closure and post-closure costs.

Balance due = 3% of the sum of closure and post-closure costs – the total of previous payments to the account.

5. Calculate annual payment to the account by dividing the balance due by the years of remaining disposal capacity.

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Annual payment = Balance due / years of remaining disposal capacity

These calculations will be based on costs developed as part of Task 1 and will include acres disturbed and remaining life of current operating cells. Geosyntec will provide the City Solid Waste Manager the calculations annually by January 31st for the years 2025-2029. Again, this information will be based on aerial surveys completed by others in June of each year. The acres disturbed and remaining years of life for active cells will match fiscal year airspace usage information included in the annual report.

COST PROPOSAL AND ASSUMPTIONS

The cost to perform each task of the scope of work has been developed on a time and materials basis as presented in Table 1. The following is a list of assumptions used to generate the proposed scope of work and cost proposal.

- Costs are in 2023 dollars and each unit rate will be increased by 1.5% per year.
- Geosyntec assumes one round of comments from the City related to airspace and closure and post closure cost estimating.
- Geosyntec expects no response to comments will need to be made once submitted to the WDEQ.
- The latest appropriate topo of the Site will be provided by the City.
- The waste raw data will be provided by the City electronically and we are not responsible the QC of the provided data. Geosyntec will assume its correct.
- Assume City will provide site specific available cost basis.

TERMS AND CONDITIONS

All work will be conducted in accordance with mutually applicable terms and conditions to be agreed upon between Geosyntec and the City.

ENGINEERING FEE

Geosyntec has developed an engineering fee proposal for the Tasks 1-4 outlined above and it has been submitted via FedEx to the City in a separate sealed envelope as instructed in the Request for Proposal.

The signatures below include an authorized representative of Geosyntec and by signing below we offer guarantee of the engineering fee proposal supplied under separate cover to the City via FedEx.

Mr. Alex Sveda
14 February 2024
Page 10

CLOSING

Thank you for this opportunity to continue to work with you on this project and please do not hesitate to call at 720-326-0463 or email at nick.talocco@geosyntec.com if you would like to discuss further.

Sincerely,



Nick Talocco, P.E.
(Licensed in CO)
Senior Engineer



Yonas Zemuy, P.E.
(Licensed in CA, ID, AZ, NV)
Senior Principal

EXHIBIT C

Table 1 - Cost Estimate -- Calendar Years 2024 through 2029
Surveying and Engineering Services for Solid Waste Planning for Casper Regional Landfill
Geosyntec Consultants
March 2024

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLIERS	ANNUAL SUBTOTAL	2024 TOTAL	2025 TOTAL	2026 TOTAL	2027 TOTAL	2028 TOTAL	2029 TOTAL
Task 1: Construction and Closure Estimating											
Geosyntec Senior Principal	2	HR	\$ 275.00	1.00	\$ 550.00						
Geosyntec Senior Professional	4	HR	\$ 224.00	1.00	\$ 896.00						
Geosyntec Project Administrator	12	HR	\$ 175.00	1.00	\$ 2,100.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)	2	HR	\$ 70.00	1.00	\$ 140.00						
					\$ 90.00						
					Subtotal	\$ 3,776	\$ 3,833	\$ 3,890	\$ 3,948	\$ 4,008	\$ 4,068
Task 2: Landfill Airspace Value Calculations											
Geosyntec Senior Principal	2	HR	\$ 275.00	1.00	\$ 550.00						
Geosyntec Senior Professional	4	HR	\$ 224.00	1.00	\$ 896.00						
Geosyntec Project Administrator	30	HR	\$ 175.00	1.00	\$ 5,250.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)	2	HR	\$ 70.00	1.00	\$ 140.00						
					\$ 165.00						
					Subtotal	\$ 7,021	\$ 7,126	\$ 7,233	\$ 7,342	\$ 7,452	\$ 7,564
Task 3: On-Call Operational Support											
Geosyntec Senior Principal	6	HR	\$ 275.00	1.00	\$ 1,650.00						
Geosyntec Senior Professional	12	HR	\$ 224.00	1.00	\$ 2,688.00						
Geosyntec Project Administrator	24	HR	\$ 175.00	1.00	\$ 4,200.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)					\$ 207.00						
					Subtotal	\$ 8,745	\$ 8,876	\$ 9,009	\$ 9,144	\$ 9,282	\$ 9,421
Task 4: Prepare Annual State Guaranteed Trust Calculations											
Geosyntec Senior Principal	2	HR	\$ 275.00	1.00	\$ 550.00						
Geosyntec Senior Professional	4	HR	\$ 224.00	1.00	\$ 896.00						
Geosyntec Project Administrator	12	HR	\$ 175.00	1.00	\$ 2,100.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)	2	HR	\$ 70.00	1.00	\$ 140.00						
					\$ 95.00						
					Subtotal	\$ 3,781	\$ 3,838	\$ 3,895	\$ 3,954	\$ 4,013	\$ 4,073
Task 5: 3D Renderings - Initial Setup											
Geosyntec Senior Professional	2.00	HR	\$ 224.00	1.00	\$ 448.00						
Geosyntec Project Administrator	20.00	HR	\$ 175.00	1.00	\$ 3,500.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)					\$ 118.44						
					Subtotal	\$ 4,066					
Task 6: 3D Renderings - Per Additional Request											
Geosyntec Senior Professional	1.00	HR	\$ 224.00	1.00	\$ 224.00						
Geosyntec Project Administrator	6.00	HR	\$ 175.00	1.00	\$ 1,050.00						
Geosyntec Communications Fee (3% of Geosyntec Labor)					\$ 38.22						
					Subtotal	\$ 1,312	\$ 1,332	\$ 1,352	\$ 1,372	\$ 1,393	\$ 1,414
					Yearly Total	\$ 28,702	\$ 25,005	\$ 25,380	\$ 25,761	\$ 26,147	\$ 26,539
					TOTAL FIVE YEAR COST	\$ 157,533					

Notes:
 1. Costs are in 2024 dollars. If services extend beyond 2024, unit rates shall increase by 1.5% per year.
 2. Printed copies of reports will be charged at a cost of \$0.08/page plus Geosyntec Cliental labor to produce the reports.

Assumptions:
 1. On-call support will not exceed the number of hours provided per year. To include on average .5 hours for senior principal, 1 hour for Senior Professional, and 2 hours for Professional per month.
 2. Geosyntec assumes capturing comments from one review by the City related to the annual guaranteed trust calculations.
 3. No field survey will be required. The City will provide aerial surveys every June from 2024 to 2029 and information on waste, and cover placed in each cell.

RESOLUTION NO. 24-55

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GEOSYNTEC CONSULTANTS, INC., FOR THE 2024-2029 SOLID WASTE PLANNING, PROJECT NO. 23-049.

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Geosyntec Consultants, Inc., in the amount of \$157,533.00 for the 2024-2029 Solid Waste Planning, Project No. 23-049.

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 Geosyntec Consultants, Inc., and the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in an amount not to exceed One Hundred Fifty-Seven Thousand Five Hundred Thirty Three and 00/100 Dollars (\$157,533.00).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2024.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 22, 2024

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Craig Collins, AICP, City Planner

SUBJECT: Consideration of a Resolution approving a final plat of the “Kenwood Addition No. 2” subdivision, and the associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, April 2, 2024

Action Type:

Resolution, on consent agenda

Recommendation:

That Council, by Resolution, approve a vacation and replat creating the “Kenwood Addition No. 2, and the associated Subdivision Agreement.

Summary:

Application has been received for a subdivision (replat) of Lots 5, 6 and 7, Kenwood Addition, and a portion of alley adjacent to said lots, to create the Kenwood Addition No. 2. The property is zoned R-3 (One to Four Unit Residential), and encompasses 14,747 square feet. The purpose of the replat is to consolidate the three (3) existing lots into two (2) newly configured lots. Both proposed lots exceed the minimum lot size requirements on the R-3 (One to Four Unit Residential) zoning district. A multifamily structure is currently under construction on Lot 1, and Lot 2 is vacant.

The Planning and Zoning Commission voted to support the requested vacation and replat after a public hearing on February 8, 2024. There were no public comments.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Aerial Map
Plat
Resolution
Subdivision Agreement

Proposed Kenwood Addition No. 2



W:\Users\20713\Documents\2023-03-10_10_30_A\Drawings\Survey\Private\KENWOOD ADDITION REFLAT.dwg, 01/17/2024, 09:00



CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF NORTON 55

WE, UNDERSIGNED, EDWARD A. SNELL, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND KNOWN AS LOTS 1, 2 AND 3, KENWOOD ADDITION AND THE NORTH HALF OF THE VACATED ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOTS, SITUATE IN THE SEQUIN AND THE NEIGHB OF SECTION 10, T.33N., R.79W., 6TH P.M., CITY OF CASPER, NORTON COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHEAST CORNER OF LOT 7, KENWOOD ADDITION TO THE CITY OF CASPER, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S01°02'27"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SOUTH JACKSON STREET, A DISTANCE OF 131.44 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S89°58'18"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE CENTER LINE OF THE PLATED ALLEY, A DISTANCE OF 119.36 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N02°51'01"W, ALONG THE WEST LINE OF THE PARCEL, ALSO BEING THE EAST LINE OF LOT 4 OF SAID KENWOOD ADDITION, A DISTANCE OF 131.76 FEET TO THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 4, MONUMENTED BY A BRASS CAP;

THENCE N87°18'16"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF EAST 8th STREET, A DISTANCE OF 119.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2.38 ACRES (1,61,747 S.F.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL 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 SHARON HERBERT GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OF ALL OF THESE UNDER AND ALONG THE CURBS OF LAND KNOWN "1/2 PUBLIC UTILITY EASEMENT" AS SHOWN ON THIS PLAN. THE NAME OF THE SUPERVISOR SHALL BE "KENWOOD ADDITION NO. 2" ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

EDWARD A. SNELL - OWNER
GLORIA A. SNELL - OWNER

EDWARD A. SNELL
SAC & BRASS AND HARDWARE
WILKINS, WY 82501-0022

GLORIA A. SNELL - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY EDWARD A. AND GLORIA A. SNELL, OWNERS, THIS _____ DAY OF _____, 2024.

WITNESSES MY HAND AND OFFICIAL SEAL.

BY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2024.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____ DAILY PASSED
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

ATTEST: _____ CITY CLERK _____ MAYOR

REQUESTED AND APPROVED THIS _____ DAY OF _____, 2024.

REQUESTED AND APPROVED THIS _____ DAY OF _____, 2024.

CITY ENGINEER

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:1.6729
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/2011
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°01'42.11" AND THE CORRECTION FACTOR IS 0.9997729.
4. ALL DISTANCES ARE IN FEET.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 83 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NORTON 55

I, WILLIAM H. FEININGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5038, DO HEREBY CERTIFY THAT THIS PLAN WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JUNE, 2023, AND THAT THIS PLAN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM H. FEININGER
THIS _____ DAY OF _____, 2024.
WITNESSES MY HAND AND OFFICIAL SEAL.
BY COMMISSION EXPIRES _____ NOTARY PUBLIC



LEGEND

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

VACATION & REPLAT OF LOTS 1, 2 AND 3
KENWOOD ADDITION
AND THE VACATED NORTH 1/2 OF THE ALLEY
TO THE CITY OF CASPER, WYOMING
AS
KENWOOD ADDITION NO. 2
AN ADDITION TO THE CITY OF CASPER, WYOMING,
BEING A PORTION OF THE SEQUIN AND THE NEIGHB
SECTION 10, T.33N., R.79W., 6TH P.M.
NORTON COUNTY WYOMING
A.U.T. 2023
W.O. #23-026

**KENWOOD ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 20_____, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Edward and Gloria Snell, 542 N. Wheatland Highway, Wheatland, Wyoming, 82201 (“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 5, 6 and 7, Kenwood Addition, and a portion of the vacated alley situated south of and adjacent to Lots 5, 6 and 7, to create the Kenwood Addition No. 2, located at the southwest corner of East 8th Street and South Jackson Street.
- C. A plat of Kenwood Addition No. 2 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 1 and one-half (1½) 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. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

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:

Edward & Gloria Snell
542 N. Wheatland Hwy.
Wheatland, WY 82201

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

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

WITNESS:

OWNER
Edward Snell

By: Marsha Kafka

By: Edward Snell

Printed Name: Marsha Kafka

Printed Name: EDWARD SNEII

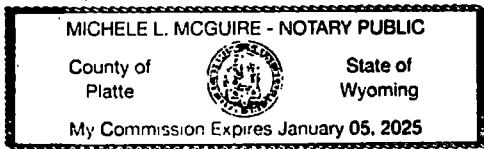
Title: Receptionist

Title: OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 8TH day of MARCH, 2024, by Edward Snell, as Owner.

(Seal, if any)



Michele McGuire
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 1/5/25]

WITNESS:

OWNER
Gloria Snell

By: Marsha Kafka

By: Gloria Snell

Printed Name: Marsha Kafka

Printed Name: Gloria Snell

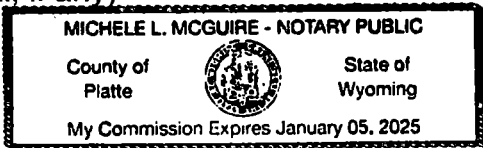
Title: Receptionist

Title: owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 8th day of March, 2024 by Gloria Snell, as Owner.

(Seal, if any)



Michele McGuire
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 1/5/25]

RESOLUTION NO. 24-56

A RESOLUTION APPROVING THE VACATION AND FINAL PLAT CREATING THE KENWOOD ADDITION NO. 2 SUBDIVISION, AND APPROVING THE SUBDIVISION AGREEMENT.

WHEREAS, an application has been made to vacate and replat Lots 5, 6 and 7, Kenwood Addition, and a portion of the vacated alley situated south of and adjacent to Lots 5, 6 and 7, to create the Kenwood Addition No. 2, located at the southwest corner of East 8th Street and South Jackson 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, with one (1) condition; and,

WHEREAS, the property owner is required to enter into a subdivision agreement with the City of Casper for the Kenwood Addition No. 2 subdivision; and,

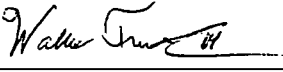
WHEREAS, the governing body of the City of Casper finds that the above-described vacation, replat and subdivision agreement should be approved.

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 final plat creating the Kenwood Addition No. 2 subdivision.

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 Edward and Gloria Snell for the Kenwood Addition No. 2 subdivision.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Stephen Cathey
Mayor

February 22, 2024

TO: City Council *J.C.*
J. Carter Napier, City Manager

FROM: Eric K. Nelson, City Attorney *E.N.*
Wallace Trembath, Deputy City Attorney *W.T.*

SUBJECT: A Resolution Authorizing a 5-Year Agreement with Thomson Reuters for Westlaw Legal Research Services for the City Attorney's Office.

Meeting Type & Date

City Council Meeting – April 2, 2024

Action Type:

Resolution

Recommendation

That City Council, by resolution, authorize the 5-year Agreement with Thomson Reuters for Westlaw legal research services for the City Attorney's Office.

Summary

The City Attorney's Office subscribes to Westlaw internet law library research services through Thomson Reuters for statutes, case law, forms and many other materials for its legal research to carry-out the necessary functions of the City Attorney's Office. The City Attorney's Office negotiated the cost for this service and entering into a new agreement would lock in the price for a five-year term from the effective date.

Financial Considerations

Generally budgeted under books and periodicals.
\$1,000/per month with a 3% annual escalator for a term of five years.

Oversight/Project Responsibility

Wallace Trembath, III, Deputy City Attorney

Attachments

Order Form/Agreement
Resolution



Order Form

Order ID: Q-08145188

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000497041
 CASPER CITY ATTORNEY
 200 N DAVID ST ROOM 102
 CASPER WY 82601-1815 US

"Customer"

Shipping Address

Account #: 1000497041
 CASPER CITY ATTORNEY
 200 N DAVID ST ROOM 102
 CASPER WY 82601-1815 US

Billing Address

Account #: 1000497041
 CASPER CITY ATTORNEY
 200 N DAVID ST ROOM 102
 CASPER, WY 82601-1815
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client"

For Federal Customers the following shall apply. Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,000.00	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$883.02	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges") Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records


Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

APPROVAL AS TO FORM

I have reviewed the attached Agreement (*Order Form, Order ID: Q-018145188*), and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 22, 2024.



Wallace Trembath III
Deputy City Attorney

Acknowledgement: Order ID: Q-08145188

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/26/2024.



THOMSON REUTERS

Attachment

Order ID: Q-08145188

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000497041
This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: TREMBATH, WALLACE
Email: wtrembath@casperwy.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name WALLACE TREMBATH
Email wtrembath@casperwy.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000497041	CASPER CITY ATTORNEY	200 N DAVID ST ROOM 102 CASPER WY 82601-1815 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
3	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
3	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)
3	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
3	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
3	Attorneys	43260272	Westlaw Precision National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
WALLACE	TREMBATH	wtrembath@casperwy.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$1,000.00	3.00%	\$1030.00	3.00%	\$1060.90	3.00%	\$1092.73	3.00%	\$1125.51	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

RESOLUTION NO. 24-57

A RESOLUTION APPROVING A 5-YEAR AGREEMENT WITH THOMSON REUTERS FOR WESTLAW LEGAL RESEARCH SERVICES FOR THE CITY ATTORNEY'S OFFICE.

WHEREAS, the City Attorney's Office needs a platform to provide information for legal research which includes statutes, rules, caselaw, forms and other materials to carry out the necessary functions of the City Attorney's Office; and,

WHEREAS, Thomson Reuters provides these services through the West1 Proflex module; and,

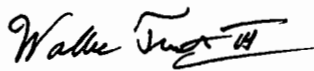
WHEREAS, for cost savings purposes, it is advantageous for the City to enter into a five-year Agreement with Thompson Reuters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute the Agreement ("Order Form") for the "West Proflex" plan through Thomson Reuters for the City Attorney's Office legal research services for a five (5) year term.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments prescribed in the Agreement.

PASSED, APPROVED AND ADOPTED this ____ day of April 2024.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 26, 2024

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation, & Public Facilities Director
Randy Norvelle, Parks Manager

SUBJECT: Authorization of an Agreement with Rooter Sewer Service, Inc. for the Rental and Servicing of Portable Toilets

Meeting Type & Date
Regular Council Meeting
April 2, 2024

Action Type
Resolution

Recommendation
That Council, by Resolution, authorize an agreement with Rooter Sewer Service, Inc. (R&R Rest Stops) for rental and servicing of portable toilets throughout the Casper park system.

Summary
The City of Casper contracts with a local vendor to provide, install, service and rent portable toilets in over twenty parks and athletic field locations throughout the community. Seasonal service is most common; however, locations that see regular winter traffic, such as Morad Park, have portable toilet service throughout the year.

Beginning March 1, 2024, proposals were solicited from vendors for portable toilet service. Three (3) proposals were received as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
Rooter Sewer Service, Inc., (dba R&R Rest Stops)	Casper, Wyoming	\$49,807.35
Imperial Sanitation	Mills, Wyoming	\$80,580.00
Blackwater Septic Solutions	Mills, Wyoming	\$84,000.00

The proposal from R & R Rest Stops meets all service requirements for the lowest price. Staff recommends an agreement with R & R Rest Stops. The agreement provides flexibility for the City to add, remove or move portable toilet locations as necessary to meet changing demands.

Financial Considerations
This agreement is for three (3) years in the amount of \$49,807.35 for year one, \$53,970.73 for year two, and \$55,589.43 for year three, for a total of \$159,367.51. Services are scheduled to be completed by April 30, 2027. Portable toilet services are budgeted each year out of Parks operations.

Oversight/Project Responsibility
Randy Norvelle, Parks Manager

Attachments
Resolution
Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2024, 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. Rooter Sewer Service, Inc. (dba R&R Rest Stops), 1835 Skyview Dr., Casper, Wyoming 82601 (“Contractor”).

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

RECITALS

A. The City is requesting the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations.

B. The project requires professional services for the rental and servicing of portable toilets and servicing vaults

C. The Contractor 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 Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. The Contractor shall provide portable toilets that have the following features:

1. Shall be of primarily polyethylene construction
2. Interior natural lighting provided by translucent roofs.
3. Sanitary seat deck and flow design (nonporous surfaces)
4. Anti-slip floor surface.
5. Outside emergency access.
6. Interior latch and in-use indicator.

7. Hand sanitizer.
8. Heavy duty spring loaded doors.
9. Maximum venting from floor, window, and vent pipe.
10. Standard units shall have a single piece stand over the urinal.
11. 70 gallon holding tank in standard units, 65 gallon in handicap.
12. Handicap units must comply with American with Disabilities Act.

B. **SERVICING – The Contractor Shall Perform the Following Services.**

1. All units must be in good repair and contractor must repair or replace the units within one week of reported damage.
2. Contractor shall provide units in the locations and time periods as shown on “Attachment A” for 2024 and 2025, “Attachment B” for 2025 and 2026, and “Attachment C” for 2026 and 2027, and hereby made part of this Contract.
3. Requests for additional servicing of units will be subject to at least 48-hour prior notification
4. Contractor must maintain a service unit in Casper, WY or within thirty (30) minutes response time to requests.
5. Units will be monitored by the City for overall cleanliness and repair. Requests by the City for maintenance and/or cleaning shall be responded to within eight (8) hours.

2. TIME OF PERFORMANCE:

- A. The services of the Contractor shall be performed in accordance with the yearly schedule on Attachment A for the first year of the Contract (“Primary term”), and in accordance with Attachment B and Attachment C for any subsequent renewal thereof.
- B. The primary term of this Contract is from April 3, 2024, through March 31, 2025. The City has the option to renew this contract for up to two (2) subsequent one-year terms. To do so, the City Manager or its designee shall advise the Contractor in writing that the City is exercising its renewal option. The option shall be exercised by the City on or before the first day of April each year, or the Contract will automatically terminate. The first renewal option term is from April 1, 2025, through March 31, 2026. The second renewal option term is from April 1, 2026, through April 30, 2027.
- C. For removal dates in Attachments A, B, or C that are marked as “NA,” if the Contract is not renewed, the Contractor shall remove the portable toilets within thirty (30) days of non-renewal or within seven (7) days of the written request to do so by the City Manager or its designee.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of Forty-Nine Thousand, Eight Hundred Seven and 35/100 Dollars (\$49,807.35) for the primary term, a sum of Fifty-Three Thousand Nine Hundred Seventy and 73/100 Dollars (\$53,970.73) for year two, and Fifty-Five Thousand Five Hundred Eighty-Nine and 43/100 Dollars (\$55,589.43) for year three, for a sum not to exceed One Hundred Fifty-Nine Thousand Three Hundred Sixty Seven and 51/100 Dollars (\$159,367.51) over three (3) years.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Stephen Cathey
Mayor

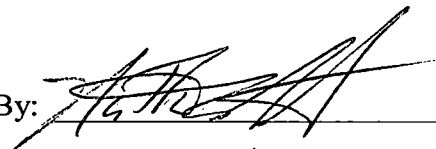
Amanda Ainsworth
City Clerk

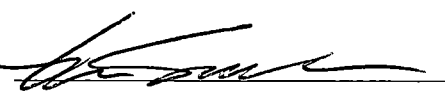
Signature Page for the Contractor

WITNESS

CONTRACTOR

Rooter Sewer Service, Inc.
1835 Skyview Dr.
Casper, WY 82601

By: 
Printed Name: Nathan McAliff
Title: Manager

By: 
Printed Name: KENNETH SCHNEIDER
Title: MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the 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 the 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.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

Template 11/20/2023

Contractor's Name: Rooter Sewer Service, Inc.

Page 7 of 13

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. 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 the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. 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.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the 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 One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Contractor hereby grants to the 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. The 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*

The 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: The 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. The 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, the 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*

The 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*

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

The 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. The Contractor agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The 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 the Contractor shall perform all of the services for the compensation set forth in this Contract. The 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. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. 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.

16. 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.

17. 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.

18. 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.

Attachment A

Portable Toilet Schedule
2024 and 2025

Location	Handicap Unit	Handicap Unit Num. of Services per unit/ week	Standard Unit	Standard Unit Num. of Services per Unit/week	Placement Date	Removal Date
Boys & Girls Club	0	0	1	2	April 3, 2024	September 30, 2024
City Park	1	2	1	2	April 3, 2024	September 30, 2024
Conwell Park	1	2	1	2	April 3, 2024	September 30, 2024
Long Park	1	1	0	0	April 3, 2024	September 30, 2024
Matthew Campfield Park	1	1	0	0	April 3, 2024	September 30, 2024
Morad Park	1	2	1	2	April 3, 2024	Annual
Nancy English Park	1	2	0	0	April 3, 2024	September 30, 2024
Paradise Valley Park	1	2	1	2	April 3, 2024	September 30, 2024
Washington Park	1	2	3	2	April 3, 2024	September 30, 2024
South Mike Sedar Park	1	2	0	0	April 3, 2024	September 30, 2024
Amoco Park	1	2	0	0	April 3, 2024	September 30, 2024
Dog Park (Lake McKenzie)	0	0	1	2	April 3, 2024	Annual
Huber Park	0	0	1	2	April 3, 2024	September 30, 2024
Washington Park Tennis Courts	0	0	1	2	April 3, 2024	September 30, 2024
Garden Creek Park	0	0	1	1	April 3, 2024	September 30, 2024
Yesness Park	0	0	1	2	April 3, 2024	September 30, 2024
Crossroads Ballfields	0	0	2	2	April 3, 2024	October 21, 2024
Crossroads Parkway (May -September)	1	3	1	3	May 1, 2024	September 30, 2024
Crossroads Parkway (October-April)	1	2	1	2	September 30, 2024	April 30, 2025
Midget Football Facility (September-October)	1	2	4	2	August 26, 2024	October 21, 2024
North Casper Ballfields	1	3	7	3	April 3, 2024	October 21, 2024
North Casper Ballfield (Bridge)	1	2	0	0	October 21, 2024	April 1, 2025
North Casper Soccer Complex	1	2	6	2	April 3, 2024	October 21, 2024

Attachment B

Portable Toilet Schedule
2025 and 2026

Location	Handicap Unit	Handicap Unit Num. of Services per unit/ week	Standard Unit	Standard Unit Num. of Service per Unit/week	Placement Date	Removal Date
Boys & Girls Club	0	0	1	2	April 1, 2025	September 30, 2025
City Park	1	2	1	2	April 1, 2025	September 30, 2025
Conwell Park	1	2	1	2	April 1, 2025	September 30, 2025
Long Park	1	1	0	0	April 1, 2025	September 30, 2025
Matthew Campfield Park	1	1	0	0	April 1, 2025	September 30, 2025
Morad Park	1	2	1	2	April 1, 2025	Annual
Nancy English Park	1	2	0	0	April 1, 2025	September 30, 2025
Paradise Valley Park	1	2	1	2	April 1, 2025	September 30, 2025
Washington Park	1	2	3	2	April 1, 2025	September 30, 2025
South Mike Sedar Park	1	2	0	0	April 1, 2025	September 30, 2025
Amoco Park	1	2	0	0	April 1, 2025	September 30, 2025
Dog Park (Lake McKenzie)	0	0	1	2	April 1, 2025	Annual
Huber Park	0	0	1	2	April 1, 2025	September 30, 2025
Washington Park Tennis Courts	0	0	1	2	April 1, 2025	September 30, 2025
Garden Creek Park	0	0	1	1	April 1, 2025	September 30, 2025
Yesness Park	0	0	1	2	April 1, 2025	September 30, 2025
Crossroads Ballfields	0	0	2	2	April 1, 2025	October 21, 2025
Crossroads Parkway (May -September)	1	3	1	3	April 1, 2025	September 30, 2025
Crossroads Parkway (October-April)	1	2	1	2	September 30, 2025	April 30, 2026
Midget Football Facility (September-October)	1	2	4	2	August 26, 2025	October 21, 2025
North Casper Ballfields	1	3	7	3	April 1, 2025	October 21, 2025
North Casper Ballfield (Bridge)	1	2	0	0	October 21, 2025	April 1, 2025
North Casper Soccer Complex	1	2	6	2	March 11, 2025	October 21, 2025

Attachment C

Portable Toilet Schedule
2026 and 2027

Location	Handicap Unit	Handicap Unit Num. of Services per unit/ week	Standard Unit	Standard Unit Num. of Service per Unit/week	Placement Date	Removal Date
Boys & Girls Club	0	0	1	2	April 1, 2026	September 30, 2026
City Park	1	2	1	2	April 1, 2026	September 30, 2026
Conwell Park	1	2	1	2	April 1, 2026	September 30, 2026
Long Park	1	1	0	0	April 1, 2026	September 30, 2026
Matthew Campfield Park	1	1	0	0	April 1, 2026	September 30, 2026
Morad Park	1	2	1	2	April 1, 2026	Annual
Nancy English Park	1	2	0	0	April 1, 2026	September 30, 2026
Paradise Valley Park	1	2	1	2	April 1, 2026	September 30, 2026
Washington Park	1	2	3	2	April 1, 2026	September 30, 2026
South Mike Sedar Park	1	2	0	0	April 1, 2026	September 30, 2026
Amoco Park	1	2	0	0	April 1, 2026	September 30, 2026
Dog Park (Lake McKenzie)	0	0	1	2	April 1, 2026	Annual
Huber Park	0	0	1	2	April 1, 2026	September 30, 2026
Washington Park Tennis Courts	0	0	1	2	April 1, 2026	September 30, 2026
Garden Creek Park	0	0	1	1	April 1, 2026	September 30, 2026
Yesness Park	0	0	1	2	April 1, 2026	September 30, 2026
Crossroads Ballfields	0	0	2	2	April 1, 2026	October 21, 2026
Crossroads Parkway (May -September)	1	3	1	3	April 1, 2026	September 30, 2026
Crossroads Parkway (October-April)	1	2	1	2	September 30, 2026	April 30, 2027
Midget Football Facility (September-October)	1	2	4	2	August 26, 2026	October 21, 2026
North Casper Ballfields	1	3	7	3	April 1, 2026	October 21, 2026
North Casper Ballfield (Bridge)	1	2	0	0	October 21, 2026	April 1, 2027
North Casper Soccer Complex	1	2	6	2	March 11, 2026	October 21, 2026

RESOLUTION NO. 24-58

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOTER SEWER SERVICE, INC., DBA R&R REST STOPS.

WHEREAS, the City of Casper desires to contract for the rental and servicing of portable toilets and servicing of vaults in various City park and field locations for a period of three (3) years; and,

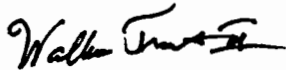
WHEREAS, Rooter Sewer Service, Inc. (dba R&R Rest Stops) is ready, willing, and able to provide those services specified in the Contract for an amount not to exceed One Hundred Fifty-Nine Thousand Three Hundred Sixty-Seven Dollars and Fifty-One Cents (\$159,367.51); and,

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 Rooter Sewer Service, Inc. (R&R Rest Stops), Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments throughout the term of the Contract as authorized therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

APPROVED AS TO FORM:




CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 25, 2024

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation and Public Facilities Director
Randy Norvelle, Parks Manager
Katy Hallock, Parks Supervisor – Urban Forestry/Weed & Pest

SUBJECT: Acceptance of a Sub-grant from the National Arbor Day Foundation in the Amount of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars for the Improvement of Casper’s Urban Forest

Meeting Type & Date
Regular Council Meeting
April 2, 2024

Action Type
Resolution

Recommendation
That Council, by Resolution, approve the acceptance of a Sub-grant from the National Arbor Day Foundation in the amount of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$699,900) to support improvements to the City’s urban forest in disadvantaged communities.

Summary
In April 2023, the City learned that the United States Department of Agriculture (USDA) Forest Service was providing up to \$1 Billion for Urban and Community Forestry investments through the Inflation Reduction Act Urban & Community Forestry Program. On May 9, 2023 City Council approved submittal of an application to this grant program. On September 20, 2023, The City of Casper was notified of an award of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$699,900). Staff was also notified that the National Arbor Day Foundation would be the USDA’s national pass-through partner and Sub-grantee for some awards through the grant program, including the City of Casper’s award.

Staff requests that City Council approve the acceptance of the Sub-grant from a National Arbor Day Foundation to help meet the established priorities of the City of Casper Urban Forestry Section as follows:

- Removal of high-risk trees to protect human life and property
- Improved maintenance of the existing urban forest to promote tree health and meet code and ordinance requirements
- Planting and maintenance of new trees to increase the tree canopy and diversify the urban forest for improved health

- Public education regarding tree benefits and tree care to improve the overall condition of the urban forest on both public and private land

A requirement of the Sub-grant agreement is that all grant-funded work fall within disadvantaged communities as determined by the Climate & Economic Justice Screening Tool. Grant funds must be expended by September 30, 2028.

Financial Considerations

The Sub-grant award totals Six Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$699,900), to be spent over the next four years. Staff was notified in mid-January 2024 that all work and budgeted expenditures must be in, and for the benefit of, disadvantaged communities. Due to this change, the City will not be required to provide any match funds.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation and Public Facilities Director
Randy Norvelle, Parks Manager
Katy Hallock, Parks Supervisor – Urban Forestry/Weed & Pest

Attachments

Resolution
Sub-grant Agreement
Qualified Area Map

APPROVAL AS TO FORM

I have reviewed the attached *Subaward Agreement between National Arbor Day Foundation and City of Casper* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 28, 2024.



Wallace Trembath III
Deputy City Attorney

**SUBAWARD AGREEMENT
BETWEEN
National Arbor Day Foundation
AND
City of Casper, WY**

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **City of Casper, WY** (hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY

- A.1 The Arbor Day Foundation office located at 211 N. 12th Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023, to November 30, 2028**.
- C.3 The National Arbor Day Foundation’s Award Cooperative Agreement number is **24-CA-11132544-015**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$699,900.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see “**Reporting**”, **Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
 - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

Use of Award Funds

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
 - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

E. MATCHING OR COST SHARE REQUIREMENTS

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

F. SUB-GRANT MODIFICATIONS

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

G. REPORTING

Financial Reporting

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - b. An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
 - c. Grant balance remaining as of reporting period;
- Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

Programmatic Reporting

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- a. Major activities, program highlights, and accomplishments during this period.
 - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan.
 - c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
 - d. Significant findings and events.
 - e. Planned activities for the following quarters.
 - f. Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

H. MANDATORY AWARD PROVISIONS

The Award Provisions are attached in Appendix I.

I. MONITORING, EVALUATION AND SANCTIONS

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require reasonable additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.
- I.9 In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine months of the entity's fiscal year end.

As a condition of this award, the sub-grantee will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. This certification will be done by completing a form via the Arbor Day Foundation's Grant Management System, Submittable. A copy of any required Single Audit reports will be forwarded to the Arbor Day Foundation no later than 9 months after the entity's fiscal year.

J. SUB-AWARDS

- J.1 Unless already approved, no funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the

Arbor Day Foundation at the address specified in **Section Q.1**.

K. LIMITATION

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

L. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

M. AMENDMENT

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

N. INSURANCE

The Sub-grantee shall maintain its insurance through the Wyoming Association of Risk Management or substantially similar government insurance pool in accordance with Wyoming State Statutes, and provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

O. ELECTION OF DE MINIMIS INDIRECT RATE.

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

P. GOVERNING LAW

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

Q. NOTICE

Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 th Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	khurley@arborday.org Al Lester@arborday.org lmilburn@arborday.org

Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Katy Hallock, Zulima Lopez, JJ Dockendorf
Organization:	City of Casper Parks, WY
City, State and Zip:	Casper, WY
Country:	United States

Email Address:	<u>Khallock@casperwy.gov</u>
	<u>zlopez@casperwy.gov</u>
	<u>jdockendorf@casperwy.gov</u>

R. REPRESENTATIONS AND WARRANTIES

- R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

S. GOVERNMENTAL CLAIMS

The Sub-grantee 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 Sub-grantee specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

Acknowledged and Accepted:

By: _____
 Dan Lambe, CEO
 National Arbor Day Foundation

By: _____
 Stephen Cathey, Mayor
 City of Casper, WY

Date: _____

Date: _____

By: _____
 Amanda Ainsworth, City Clerk
 City of Casper, WY

Date: _____

ATTACHMENTS

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget

APPENDIX

I. Mandatory Standard Provisions

Attachment A – 2 CFR PART 170

Attachment B – Whistleblower Notice

Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

ATTACHMENT I
APPROVED PROJECT WORK PLAN

1. Project Scope Alignment:

Casper (pop. 59,038) is Wyoming's second-largest metropolitan area. In 2006, the City completed a UFORE study with the Forest Service, Northern Research Station. This analysis found that Casper had ~123,000 trees with canopies that cover 8.9% of the area. Since the time of this study, the City has seen a dramatic decrease in its tree canopy, with the i-Tree assessment tool finding a tree canopy that only covers 3.64% of the city's land area. One of the largest contributing factors to this decrease was several dramatic weather events in 2013 and 2014, including a traumatic freezing event in November 2014. Temperatures reached a high of 55°F on November 10, then dropped to negative 19°F the following night. The freeze then intensified, reaching an ultimate low of negative 27°F on November 11 with many trees freezing internally.

By the summer of 2015, it was clear that many of Casper's trees were dead or dying. In August 2015, the City Council requested the formation of a Tree Task Force to address the tree loss disaster. This task force estimated a tree loss of approximately 40,000 trees, more than 30% of the city's tree population. In addition to these traumatic tree-killing events, several other events have impacted Casper's urban forest. This has included an increase in both the city population as well as the overall area of the city. From 2006, when the UFORE study was completed, the city has witnessed a population growth of over 12%, increasing from 52,503 to 59,038 residents in 2020. Over this time, many acres, particularly in the south and east, were also annexed. Further, the City has undertaken an aggressive North Platte River Restoration effort that includes a Russian Olive tree removal campaign, which has eliminated over 10,000 of these invasive species in the riparian areas of the North Platte River.

Recognizing the city's increasing number of dead trees and dwindling tree stock, Casper initiated a Street Tree Program and its "Standing Dead" programs. Together, these programs resulted in over 135 trees planted and the removal of over 100 dead trees. While successful, an economic downturn in Wyoming in 2015 and 2016, largely due to contractions in the oil and gas industry, resulted in the City's inability to backfill positions following employee turnover.

The proposed Branch Across Casper initiative seeks to build off these successful efforts to support a robust recovery effort and enhance the quality of the urban forest to create a more sustainable and livable environment for Casper residents and visitors. This comprehensive effort will update the city-owned tree inventory and condition assessment, remove high-risk trees, improve maintenance of the existing urban forest, plant and maintain new trees, and train and educate residents and city staff on proper tree upkeep in alignment with the Casper Urban Forestry Plan, the Wyoming Forest Action Plan, the Ten-Year Urban and Community Forestry Action Plan (2016-2026), congressional, and Justice40 priorities.

Each year, Casper updates its Forestry Management Plan to provide administrative and operations design and planning for its urban forestry program. The main actions outlined in this year's plan are to promote public education and awareness of proper arboricultural practices, to efficiently manage publicly owned urban forest, to provide the planting and maintenance of trees within public parks, to enhance open spaces and rights-of-ways to ensure the health and sustainability of the City's urban forest, to maintain and improve the quality of the urban forest by applying Best Management Practices, and to support public safety and hazard mitigation.

The Branch Across Casper initiative includes training and educating residents and city staff on proper tree upkeep. Due to the unique climate conditions in Casper, growing trees can be quite a challenge. The climate is characterized by long, cold winters, hot summers, and relatively low to moderate precipitation levels. The extreme temperature fluctuations and limited moisture availability can stress trees, as witnessed during the 2014 traumatic freezing event, and make it difficult to provide adequate care and maintenance.

Further, high wind speeds that average 12 mph can lead to mechanical damage, desiccation of foliage, and tree uprooting. Therefore, it is critical that the city and its private partners choose proper trees, understand proper planting techniques, and identify windbreak strategies to mitigate the effects of wind.

Updating the tree inventory and condition assessment, which is approaching two decades old, ensures accurate and up-to-date information, and is essential for managing and understanding the tree population. In addition, this update allows for better monitoring and evaluation of the urban forest's quality and health and informs the other critical aspects of the Branch Across Casper program including dead tree removal, public tree maintenance, and new tree plantings.

The City of Casper has a total of approximately 18,000 public trees, including both street and park trees. Within that total, 8,407 of those public trees are in the right-of-way, also known as "street trees." Casper's urban forest must be managed to ensure an abundance of healthy and attractive trees, including parklands and street trees. Project activities will guarantee that the proper steps will be taken to preserve, promote, and increase the city's urban forest including mitigation of any environmental damage, management of potential problems, and development practices to reduce fire risk at the urban/wildland interface.

The removal of high-risk trees directly addresses public safety concerns and contributes to hazard mitigation within the urban forest. It reduces the risk of falling, prevents property damage, ensures utility line safety, helps prevent wildfires, manages pests and diseases, improves aesthetics, and fosters public confidence. Regular tree inspections and dead tree removal is critical for proactively maintaining a safe and healthy urban environment.

The Wyoming Forest Action Plan (2020), Forest Resource Strategy, details how priority forest landscapes should be addressed in the State. Key strategies outlined in this plan will be directly implemented through proposed Branching Across Casper activities. These include:

- Promote active forest management on suitable lands across all ownerships to achieve an appropriate age class and structural stage distribution following established silvicultural science.
- Promote species diversity on lands capable of growing multiple tree species.
- Monitor lack of regeneration and loss of productive forested acres to insects, disease, or fire.
- Seek ways to manage existing stands to improve health and resilience.
- Mitigate the threat of falling trees in campgrounds, roads, trails, administrative sites, ski areas, and near power lines.

The proposed project also supports the National Urban and Community Forestry Advisory Council's Ten-Year Urban and Community Forestry Action Plan (2016-2026) by through the implementation of five of the seven identified planning goals. These include Goal 1: A: Launch a public awareness and education campaign to elevate recognition of the value of urban trees and urban forests ecosystems as essential contributors to community sustainability and resilience; Goal 2: C: Plan, design and manage urban forests to improve human health and wellness; Goal 4: A: Increase the biodiversity, health, and resilience of trees in urban and community forests; Goal 4: B: Foster resilience, restoration, and sustainability of urban and community forests facing climate change challenges; Goal 5: A: Improve urban and community forest management, maintenance, and arboricultural practices; Goal 5: B: Develop comprehensive programs, policies, and resources for enhancing urban forestry stewardship; and, Goal 7: A: Create environmental education programs that focus on urban and community forestry issues.

The project meets UCF program goals identified in the Inflation Reduction Act to improve public health, increase access to nature, and deliver real economic and ecological benefits in communities. The Branch Across Casper initiative will improve public health by enhancing air quality, improving stormwater

mitigation, mitigating the heat island effect, and promoting mental well-being through increased access to nature. According to the i-Tree assessment tool, a 10% increase in canopy area would result in the storage of an additional 2,098 tons of carbon, 775,503 gallons of avoided stormwater runoff, and the removal of 5,028 pounds of air pollution. Casper has an average of 29.7 days annually where the temperature is over 90°F, which is hotter than most places in the State of Wyoming. Implementing this initiative will expand the city's tree canopy and lessen the urban heat island effect through direct shade, reduced heat and energy storage from impervious surfaces, and increased transpiration. Additionally, recent studies have found a significant negative association between suicide mortality and access to green space. Suicide ranked as the sixth leading cause of premature death in the 2018 Community Health Assessment at a rate of 26.4/100,000 individuals, more than double the national rate of 12.5/100,000. The initiative also delivers economic advantages by increasing property values and saving energy costs through natural shading.

Two of Casper's nine census tracts meet the definition of disadvantaged based on the CEJST tool. These tracts, Natrona County Tracts 2 and 3, represent 12.66% of the city's population and have median incomes of \$32,808 and \$44,519, 46.8% and 27.8% lower than the city's median income of \$61,657, respectively. These areas also have lower tree equity than surrounding neighborhoods, with the lowest tree equity found in Tract 2. These tracts are also more racially diverse than the city at large, with 12% of the population in these areas identifying as Hispanic or Latino. To combat these disparities, the project team will establish a tree-planting plan to identify priority planting areas based on key metrics that will include considerations such as demographics and income level. Further, the project team will target outreach in these areas with a communications plan that is both accessible and available in both English and Spanish as well as host at least one of the community events at the North Casper Clubhouse located in Tract 2. Residents in these tracts will also be the focus of dead tree removal and replacement tree planting efforts on private property, committing up to 30% of trees planted at homes within these areas.

2. Implementation Strategy/Methodology/Timeline:

1. Conduct a thorough assessment of public trees, including an inventory of existing trees, their condition, and associated risks.
2. Develop a prioritization system to identify and address high-risk trees, considering factors such as structural integrity, disease or pest infestation, proximity to infrastructure, and potential public safety concerns.
3. Establish protocols and guidelines for tree maintenance, including pruning, fertilization, pest and disease management, and watering practices.
4. Develop a tree planting plan identifying target locations/priority planting areas as well as suitable species. Locations will be selected based on considerations including locations in which dead trees have been removed, existing tree canopy, equitable access, land suitability, microclimates, environmental and ecological benefit potential, income level, and demographic diversity.
5. Remove high-risk, dead, and invasive trees on both public and private lands.
6. Implement a tree planting program focusing on appropriate species selection, site preparation, and ongoing care to ensure successful establishment and growth on public and private land.
7. Develop and implement a communication strategy to raise awareness among residents about the importance of urban forestry, program activities, solicit public input, and promote community engagement.
8. Design and deliver training and educational programs for residents and city staff, covering topics such as tree identification, proper planting techniques, watering schedules, pruning methods, and recognition of tree health issues.

A project schedule with major goals and milestones follows:

Goal/Milestone	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project kick-off (federal contract)	█																			
Public Tree Inventory & Condition Assessment (Data collection; tree tagging; prioritized list of high-risk trees for immediate action)		█	█			█	█													
Review & Improve Maintenance Policies (Updated Guidelines)	█	█																		
High-Risk Tree Removal & Maintenance (52 trees/year)			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Develop Tree Planting Plan (target location identification & suitable species)			█	█																
Community engagement (letters, door hangers, social media, website, other tools)	█				█				█				█				█			
Tree Planting (~233/year)		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Programming (3 workshops & 2 community events annually)		█	█			█	█			█	█			█	█			█	█	
Project closeout (final report)																				█

The anticipated outputs and outcomes of the project include:

Outputs	Outcomes
Updated Tree Inventory	Increased understanding of City trees including species, size, condition, and location
Updated Urban Tree Guidelines	Adoption of proper planting techniques and maintenance practices
Community engagement materials developed	Increased awareness of economic, environmental, and social benefits of urban trees
New Tree Planting Plan	Enhanced planting efficiency with timely and organized implementation Diverse and suitable tree species selection Effective community engagement and participation Effective use of resources and partnerships
287 Dead/high-risk/invasive trees removed	Improved public safety Minimization of potential hazards (e.g., property damage, wildfires, power outages) Greater resilience to pests, fungi and disease-causing organisms
1291 Trees planted	Increased tree canopy cover Increased species diversity Lowered temperatures in target areas and reduced energy costs Additional carbon storage and enhanced air quality Improved stormwater mitigation Increased property values Improved mental health & wellbeing Improved community aesthetic
25 workshops & community events	Enhanced knowledge and understanding of proper tree selection, planting, upkeep, and problem identification

The outputs and outcomes provided above provide a framework for evaluating the success and effectiveness of the Branch Across Casper Initiative. To ensure the project is meeting its intended goals and outcomes the project team will regularly monitor and assess the health of the urban forest, including tree condition, growth rates, and mortality rates. In addition, project activities will be continuously evaluated and adjusted based on participant surveys and feedback from residents, city staff, project partners, and arboricultural experts. City staff will also regularly track and report on the number of high-risk trees removed and the success rate of new tree plantings as well as the level of participation in proposed training and educational programs.

3. Capability and Capacity:

The initiative will be managed and overseen by the Casper Parks Division, which includes personnel focused on urban forestry and weed and pest control. The Parks Division maintains the inventory of publicly owned trees and plants trees on public property (parks and beautification areas) as well the proper removal and disposal of high-risk trees and invasive tree species including, Russian Olives and Salt Cedar.

The division has either led or supported the successful implementation of similar projects including the Street Tree Program and the Standing Dead program. Both projects involved thoughtful planning, assessment, community engagement, and measurement tools to ensure their success. In addition, the division has supported ongoing tree code enforcement to ensure public safety and supports the Police Department response efforts in instances of emergency tree removal.

Key project staff include:

- Katy Hallock, Parks Supervisor, has 7 years as an ISA-certified arborist. Katy will serve as the Project Director and will oversee all aspects of the project. As the City’s primary arborist, Katy has the skills and expertise required to direct City staff in the field, coordinate with partners, manage the project budget, and assist with pruning, planting and removals, and public education activities.

- JJ Dockendorf, Parks, Recreation, and Public Facilities Administrative Assistant will administer public outreach including scheduling yard calls, and requests for removals and plantings with 311, as well as provide data management including work order data.
- Conrad Archibeque, Parks Division Crew Lead, has been an ISA-certified arborist for 25 years and will lead Parks teams in the removal of trees as well as support tree planting efforts.
- Mark Brattis, Parks & Rec Worker IV, is an ISA-certified arborist who will assist with tree pruning, planting, and removal activities.
- Dirk Braughton is a City Arborist who will work with Conrad in leading Parks teams in tree removal, planting, and pruning efforts as well as engage in public education activities including yard calls, workshops, and community events.
- Garret Brunson, Parks Maintenance Tech II, is a certified arborist who will assist with pruning, planting and removals, as well as public education.
- Jim Gerhart, Parks Supervisor, has been an ISA-certified arborist for 25 years and will assist with pruning, planting, and removals, as well as assist with public education.
- Paul Santistevan, Parks Maintenance Tech I, is a certified arborist who will assist with pruning, planting and removals.
- Kristophor Hutson, City Graphic Designer, will support the development of communications and marketing materials including public education resources, social media posts, signage, flyers, and the project webpage.
- Rachel Bouzis, City Communications & Marketing Generalist, will work with Kristophor on communications, marketing, and public education materials as well as draft press releases, statements, and public announcements.

4. Communications Plan:

Project communication efforts will use traditional and nontraditional means with newspaper and TV news stories, radio and digital ads, PSAs, social media, print materials, and the City website.

Newspaper & TV News: Press releases will be sent to all Casper media outlets acknowledging and thanking the Forest Service for their support. News stories are a no-cost way to promote the program; however, there are no guarantees that the media will cover the story. Gardening stories by experts within the Casper Star-Tribune and other local media outlets should be noted during the project. These stories reinforce the removal/planting and tree maintenance message.

Radio & Morning Shows: Requests will be made to television and radio stations to appear on their morning shows. These interviews allow the project to be discussed in greater detail including credit of funding. These shows are a no-cost way to promote the program, but they are not guaranteed. Time on some shows can be purchased.

Radio & Digital Advertising: Radio and digital ads allow the message to be played several times a day. Notices can be aired on several different stations and boosted on targeted digital platforms to allow for engagement with a wide audience. These ads will be clear in their messaging and recognize the Forest Services' role. Radio PSAs are free; however, we cannot control the frequency or times of play. Digital ad placement and boosting will be purchased.

Social Media: Social media is a no-cost way to interact with an audience. The project team will share information from the website as well as educational videos on tree removal and planting. Pictures and videos should be used as posts with these elements to gain more views, shares, and likes. The project could also utilize YouTube to share videos.

Printed Information: Letters, door hangers, and flyers or brochures that provide information on

project activities as well as addressing dead trees and tree maintenance will be produced that includes the Forest Service logo. Print materials will be available on the website for download as well. The City will also send out an insert with the city water bill.

City Website: A page in the urban forestry section of the website will be created for the project. The website will contain helpful information on how to identify dead trees, tree trimming and care, contacting an arborist, upcoming community events and workshops, and how to remove dead trees. The site has information regarding recommended tree species for Casper. The site can also contain videos that we produce ourselves to further explain the problem, the project, and helpful educational tools.

Signage: Portable Signs that abide by code enforcement requirements will be made to include the Forest Service logo and placed in areas where public tree removals and plantings occur for up to one month. Private property owners that benefit from tree removal or plantings will be offered signage that recognizes the Forest Service, to display in their yards after work is completed.

Tract locations where work will take place: 56025000300, 56025000200, 56025001100

**ATTACHMENT II
APPROVED PROJECT BUDGET**

BUDGET AND BUDGET NARRATIVE

BUDGET TABLE					
	Federal Funds (requested)	Non-Federal Match		Total	Source of Matching Funds
		Cash	In-Kind		
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	
Tree Removal	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Tree Planting	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper/local volunteers
Tree Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Admin	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Public Education	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Travel	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies	\$197,900.00	\$0.00	\$0.00	\$197,900.00	
Trees	\$183,900.00	\$0.00	\$0.00	\$183,900.00	City of Casper/Local Partner Nurseries
Hand Tools & Safety Equipment	\$14,000.00	\$0.00	\$0.00	\$14,000.00	City of Casper
Contractual	\$502,000.00	\$0.00	\$0.00	\$502,000.00	
Tree Study	\$0.00	\$0.00	\$0.00	\$0.00	City of Casper
Tree Removal	\$32,000.00	\$0.00	\$0.00	\$32,000.00	City of Casper
Tree Maintenance	\$30,000.00	\$0.00	\$0.00	\$30,000.00	
Tree Planting (trees & labor)	\$425,000.00	\$0.00	\$0.00	\$425,000.00	
Public Education	\$15,000.00	\$0.00	\$0.00	\$15,000.00	City of Casper
Other (sub-grants only)	\$0.00	\$0.00	\$0.00	\$0.00	
Total Direct Costs:	\$699,900.00	\$0.00		\$699,900.00	
Indirect Cost:				\$0.00	
Total Project Cost:	\$699,900.00	\$0.00		\$699,900.00	

Supplies: Materials and supplies, including purchased trees, tools for maintenance and planting, and safety equipment for staff will be needed for the project.

Trees: It takes approximately nine manhours to plant a tree. With 5,250 personnel and volunteer hours devoted to tree planting, we will be able to plant 583 trees during the course of the project. The average 2-3” tree is approximately \$400. Therefore, the City expects to purchase \$233,200 worth of trees during the program, with the 10% in-kind match for trees estimated at \$23,300.

Tools and Safety Equipment: Additional and replacement tools and safety equipment will be needed to safely complete the tree maintenance, planting, and removal work as proposed for the Branch Across Casper Program. Needed items include power and hand saws, pruning tools, shovels, tree stakes and ties, chaps, and personal protective equipment including hard hats, gloves, safety glasses, hearing protection, and steel toe

shoes. The City estimates an investment of \$800 every year of the five-year program, for each of the seven employees tasked with tree work, for replacement tools and necessary safety equipment.

Contractual: Due to limited staff resources and other Park Division demands, contracted services will have to be utilized to reach specified objectives and create the positive gains proposed through the Branch Across Casper Program. Services that will be outsourced to local experts and tree companies, as well as local nurseries and other partners, include the tree inventory and assessment, tree removals, tree maintenance (particularly pruning and pest control) tree planting, and public education.

Tree Inventory and Condition Assessment: Direct contract with Bill Scott, Master Arborist and owner of Learn Tree, to update the City's existing tree inventory condition assessment of all public trees. Mr. Scott was selected to complete this assessment based on his thorough proposal and detailed cost estimate, knowledge and expertise as the only known Master Arborist in the area.

Tree Removal: Though the City can and does perform dead tree removals in-house, certain complex removals and removals on private property will be outsourced to reduce the City's liability and maximize staff efficiency. We estimate the average contracted tree removal to be \$1,000 and aim to remove 10 trees per year from private properties each year (50 total) and up to seven from public property over the five-year initiative.

Tree Maintenance: The City estimates that over 500 street and boulevard trees require trimming and other maintenance to improve the health and appearance of trees, meet code compliance for clearances above roads and sidewalks, and protect trees from damage by high profile vehicles. Though the City plans to commit 2800 manhours to tree maintenance during the Branch Across Casper Campaign, contracted help will be needed. The average cost to do a complete structural prune on a large tree is \$1,000. The City proposes to contract for 30 complete structural prunes during the course of the program.

Tree Planting: Expanding Casper's Urban Forest is the primary objective of the Branch Across Casper initiative. To make the biggest impact, contracted tree planting services for public and private trees will be utilized. The estimated cost for a tree and the labor to plant it is \$600. The proposed budget will allow 708 trees to be planted during the project.

Public Education: The City of Casper has a long-standing contractual partnership with the University of Wyoming Agricultural Extension Office (UWAEO). This partnership will be leveraged to bolster public education regarding tree selection and planting, tree care, identifying disease and pest infestation in trees, and more. It is estimated that the annual half day workshop and 4 one-hour-long trainings that will be offered under this program each year will take 160 hours to research, prepare, market, schedule, and present.

This represents approximately 7.6% of an average work year. When the 7.6% is applied to Casper's annual payment to the UWAEO of \$18,200, the proportionate share equals \$1,400 per year or \$7,000 for the five-year project timeline. Additionally, the City intends to invest \$3,000 per year in purchasing television and/or radio airtime for education and marketing of the City's programs, sending tree care information in City utility bills, as well as placing digital ads, with boosting, to promote the Branch Across Casper Program.

APPENDIX I

AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- A. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- B. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
 - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the

- C. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
 - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
 - (3) All subawards \$30,000 or more must be reported at fdrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
 - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
 - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
 - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.
- D. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

- E. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- F. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- G. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S. FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*

(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. DEBARMENT AND SUSPENSION. Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.
- (1) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to,

Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. Sub-grantee and its employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
3. Provisions applicable to any Sub-grantee.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
4. Definitions. For purposes of this award term:
 - a. "Employee means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program

under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- b. "Forced labor" means labor obtained by any of the following methods:
the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity"
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- 1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- 1. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 2. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 3. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 1. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 2. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

ATTACHMENT A: 2 CFR PART 170

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

Applicability and what to report.

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- i. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT B: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding.

OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

**ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
(See Next Page for Form)**



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Casper Parks, WY	PR/AWARD NUMBER OR PROJECT NAME IRA Arbor Day Foundation Sub Awardee
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Stephen Cathey, Mayor	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RESOLUTION NO. 24-59

A RESOLUTION AUTHORIZING ACCEPTANCE OF A SUB-GRANT FROM THE NATIONAL ARBOR DAY FOUNDATION IN THE AMOUNT OF SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS FOR THE IMPROVEMENT OF CASPER'S URBAN FOREST.

WHEREAS, the City of Casper Urban Forestry Section is responsible for maintaining the community's public trees and urban forest and has established priorities to accomplish this objective; and,

WHEREAS, to assist in funding these goals, the City of Casper applied for a grant through the United States Department of Agriculture (USDA) Forest Service for Urban and Community Forestry investments; and,

WHEREAS, the City of Casper was awarded a Sub-grant in the amount of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars from the USDA's national pass-through Partner and Sub-grantee, the National Arbor Day Foundation; and,

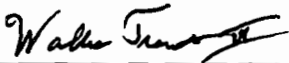
WHEREAS, the Sub-grant will fund supplies for City-led work and contracted work within disadvantaged neighborhoods, as determined by the Climate & Economic Justice Screening Tool, for the removal of high-risk trees, improved maintenance of the existing urban forest, planting and maintenance of new trees, and public education regarding trees; and,

WHEREAS, the City of Casper desires to accept the grant funds from the National Arbor Day Foundation to support the City of Casper's Urban Forest.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Sub-grant from the National Arbor Day Foundation, in the amount of Six Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$699,900) is hereby accepted, and the Mayor is directed to sign the Sub-grant agreement therefor.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Stephen Cathey
Mayor

March 8, 2024

MEMO TO: J. Carter Napier, City Manager *JN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New Wheeled Landfill Compactor in the total amount of \$926,673.16 for use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
April 2, 2024

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new wheeled landfill compactor in the total amount of \$926,673.16 for use by the Solid Waste Division of the Public Services Department.

Summary
On February 21, 2024, bids were publicly opened for one (1) new wheeled landfill compactor. One (1) bid was received from Wyoming Machinery located in Casper, WY.

The wheeled compactor is one of the largest pieces of equipment that the City owns. Its main purpose is to compact the trash which in turn saves valuable space. It also minimizes the risk of waste overflowing or causing unsightly and unhygienic conditions.

The new wheeled compactor is replacing a current wheeled compactor that has met the criteria needed for replacement. The retiring compactor is unit 141402, which is a 2001 CAT 826G with 10,282 hours and has surpassed its original purchase cost by nearly \$300,000.00 in maintenance costs.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks.

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Total</u>
CAT 826K Landfill Compactor	Wyoming Machinery Casper, WY	\$926,673.16	\$24,000.00	\$902,673.16

Financial Considerations

The approved budget for the wheeled compactor purchase is \$978,075.00. This purchase was approved in the FY24 adopted budget and is funded by Balefill reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
January 25, 2024

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m. February 21, 2024** for the following:

One (1) Wheeled Trash Compactor This unit is to be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **One (1) New Wheeled Trash Compactor**. The unit shall be new and have less than fifty (50) hours and be less than twelve (12) months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and **shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications**, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. Engine/ Emissions	Tier 4 Final certified Turbocharged Diesel Engine	_____
	Minimum 435 gross horsepower @ 1800 RPM	_____
	Engine shall be liquid cooled six cylinder, four stroke, diesel type, turbo charged, wet sleeve design, fully equipped with operating accessories to include hour run meter.	_____ _____ _____
	Minimum 15.2 Liter/ 927 Cubic inch Displacement	_____
	Engine Block heater 110v	_____
	Engine shall be equipped with a direct injection fuel system.	_____ _____
	Engine lubricating oil shall be filtered, cooled and supplied by a gear-type pump.	_____ _____
	Engine shall be equipped with 24 volt electrical system for both starting and operating with a minimum 100 amp alternator.	_____ _____ _____

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

Engine shall be equipped with a cold weather starting aid system.

Engine shall be direct electric start.

Fuel tank shall be no less than 200 Gallons.

2. Cooling System

Equipment shall be equipped with on demand hydraulic driven reversible fan with automatic timer and manual settings, and be a swing out design.

Fan shall also be equipped with manual control.

All heat exchanges and radiators shall be trash specific design, to include 6 fins per inch, and be made of aluminum. No special tools shall be required for inspection, service, or cleaning.

3. Transmission

Machine shall have a two speed forward and reverse planetary power shift transmission capable of making speed and direction changes at full speed without manual engine deceleration

Machine shall have low speed range of no slower than 3.5 mph in forward or 4.6 in reverse. Maximum high speed range from 6.6 to 7.6 mph in forward or 7.5 in reverse.

Machine shall have throttle lock to allow operator to preset engine speed.

Machine shall have a decelerator pedal.

Machine shall have a torque converter with Lock-up Clutch.

Machine shall have outboard final drives with front and rear No-spin differential.

4. Serviceability

Machine shall have protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.

A hydraulic/electric lift cylinder with manual back up shall be standard to open the hood.

If necessary the entire hood shall be removable using built in lift points.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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With the hood closed, quick checks on engine oil and coolant sight gauges can be completed without requiring the hood to be raised.

Cab air filters shall be accessible from the outside of the cab.

Grease fittings shall be grouped in no more than two locations on the same side of the machine.

Master shut off switch shall be housed in a protected accessible panel.

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations.

The winning vendor shall supply a complete set of filters for each unit. (All required filters)

Machine shall be equipped with oil pumps sufficient for continuous use on 2:1 slopes (50% or 26 degrees).

Machine shall have large capacity trash specific coolers for engine, hydraulic, and transmission oils.

5. Wheels

Wheels shall be designed and supplied by the original equipment manufacturer, and are to be compatible with the standard machine manufacturers' axle guards and protection.

Number of wheels shall be no less than (4) four.

Wheels shall be identical with a maximum of 30 Plus Style weld- on long life tips

Each wheel shall have striker bars located in front of and behind the rear wheels and behind the front wheels providing protection from debris carried by wheels.

Each wheel shall have a drum extension to match the machine's axle guarding.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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Wheels shall have factory installed wear bars welded to the inside cone of each wheel.

6. Brakes/Axles

Service brakes shall be full hydraulic, wet multidisc, completely enclosed and located before the final drives on the front axle with modulated engagement.

Machine shall have drum and shoe, spring applied, hydraulic release parking brake. With minimum slope holding degree of 17 degrees.

Axle shafts shall be free floating and able to be removed independently from the wheels and planetary drives.

Planetary units shall be able to be removed independently from the wheels and brakes.

7. Electrical

24 Volt negative ground electrical system w/ charging system capable of operating any standard accessories installed on unit

Heavy duty electric Starter 24 volt

(4) Four maintenance free 1000CCA batteries minimum

All control modules and sensors shall be completely sealed against moisture and dust.

Deutsche style connectors and wire braiding shall ensure electrical connections resist corrosion, moisture, and dust.

8. Hydraulics

Hydraulic oil capacity 35 Gallon Minimum

Machine shall feature factory installed coating on rubber hydraulic hoses that has been rub-tested for protection of the hose structure.

9. Dimensions/GVW as equipped

Minimum Operating Weight with all accessories as specified 85,000 lbs.

Machine width over wheels shall not exceed 150 inches

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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Machine height shall be no greater than 15 feet.

Overall length shall be no less than 28 feet.

Wheel base shall be no less than 12 feet.

Ground clearance shall be no less than 24 inches.

10. Operators Station

The operator sound pressure level for a standard machine configuration shall be a maximum of 70 dB (A) with the cooling fan speed set at Maximum value per ISO 6396:2008.

Cab shall be fully enclosed with rollover protection (ROPS) meeting the following criteria. SAE J1040 May 1994 and ISO 3471:1994

Cab shall also meet the falling object protective structure (FOPS) criteria: SAE J231 Jan 1981:ISO 3449: Level II 1992

Cab shall be equipped with heater (hot water type), Factory built and installed A/C with roof mounted compressor, front and rear defroster, front and rear intermitted wet arm washer wipers, and air suspension type heated seat. With six way adjustment and seat belt. Seat shall also have adjustable arm rests.

Cab shall have tinted and bonded, flat laminated safety glass that is readily available and installable by an automotive glass company.

Platforms shall be wide enough to allow ease of movement to the front or rear of the machine.

Front hinge cab door shall be able to be opened and closed by the operator while seated and shall feature sliding windows on both sides that can be opened incrementally with one hand operation.

Front hinged cab door shall open automatically with the assistance of a gas strut.

Windshield wipers w/ washers shall be on both front and back windows.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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Cab roof shall have channels to direct rain off the corners of the cab to keep the windows clear.

Cab shall have an overhang on all sides to protect the operator from glare, or a roller style shade to help with sun glare.

Cab shall have rear view mirrors.

An operator tie-in point shall be provided standard on the corner of the ROPS structure.

Standard rear vision camera shall be located in a pocket to protect it from damage and the elements and help monitor movement behind the compactor.

Shall have a color display that monitors the machine condition and operator’s preferences.

Control panels shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.

Main control panels shall have large style switches which contain LED’s to denote activation/mode and have a positive feel and “click” to signal activation

Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator’s preferred climate setting.

Cab air filtration/pressure system shall be installed from the factory and shall maintain positive cab air pressure and have a filter to .30 micron particles for cab air. Must meet the July 18, 2018 OSHA PEL standards (CFR1910.1053i for general industry) and Merv 16

Seat shall have a cast one piece back and seat pan to prevent protrusions under the cushions.

Right and left arm rests shall be mounted to the seat and have integrated controls that adjust for operation, and must move with the seat.

Heated and ventilated seat shall be provided for comfort in cold and hot conditions.

Series of horizontal lines for bidding specifications.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

Cab shall contain a minimum of (3) three 12 volt outlets.

Machine shall be equipped with a radio, Bluetooth, and cup holders.

Gauges for fuel level, engine coolant, hydraulic oil, torque converter oil temperature, tachometer/speedometer, shall be available as well as alerts for air inlet temperature, brake oil pressure, electrical system low voltage, engine oil pressure, engine over speed, fuel pressure, hydraulic oil filter status, parking brake status, and transmission filter status.

A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.

Cab shall have channels on the cab floor and threshold at the door for cleaning.

A 12volt, 10-15 amp inverter shall be available to power laptops and other diagnostic tools.

Rear access walkover stairway shall be available for easy access to the operator station.

Back up alarm, 4 work lights (2 front facing and 2 rear facing.) emergency starting receptacle, and maintenance free batteries shall be included.

Straight blades shall be no less than 14'-6" wide with an overall height of at least 6'-2" including a trash screen specifically designed to allow maximum field of vision for the operator.

Blade capacity shall be no less than 16 yards

Blade shall be equipped with reversible cutting edges, and replaceable end bits

Blade shall be able to raise, lower, and float.

A single lever Dozer style control shall hydraulically control all blade functions: raise, lower, hold, and float

11. Blade

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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12. Attachments

Fire extinguisher, 10 lb. ABC dry chemical type, mounted in a location determined by City of Casper personnel.

13. Lighting

Minimum of two work lights: Forward facing switch activated.

Two reverse flood lights.
Reverse activated

14. Manuals/ Diagnostic Software

Two copies of manufacturer's service diagnostic software, and all required hardware needed to operate the diagnostic software.

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals, or an acceptable electronic version of the above mentioned manuals, shall be supplied (made specifically for compactor being sold). NO EXCEPTIONS.

15. Warranty

Specify in writing, terms of standard machine warranty

A certified service facility capable of getting the entire machine in doors for repair must be within a 50 mile radius of Casper, WY.

Price to include extended warranty of 7 year 7500 hrs. Total machine warranty to include all parts, labor, field service mileage, and transportation to a dealer repair facility in the event the machine cannot be field repaired. Warranty will have \$0 deductible. Warranty documentation will be supplied with the bid package

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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16. Delivery

Unit shall be delivered with a full tank of fuel, blended for the weather conditions if required.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.

A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

Trade-in equipment will NOT be released for up to 60 days after delivery of new equipment or until the new compactor operates to the satisfaction of the City, whichever is sooner.

The winning vendor shall deliver a comparable compactor at no charge, or credit the City of Casper parts or rental credit of equal value if the compactor is non-operable for more than 36 consecutive hours due to manufacturer defects or failures of the chassis, powertrain, or body for a minimum of one (1) year after delivery.

Bid to be Valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

Upon delivery date 15 days will be allowed for inspection of the new unit to verify delivered equipment meets all specifications.

17. Preventative Maintenance

An 84 month / 7500 hour preventative maintenance agreement to include parts, labor, fluids, and mileage as per the OMM guide lines will be included with the bid Machine shall have computerized maintenance link system to manufacturer to aid in early detection and correction of malfunctions. Any subscription fees for service rendered in relation to this system shall be paid by the manufacturer thorough the first 7 years / 7500 hours of ownership

Horizontal lines for bidder specifications.

ITEM

MINIMUM SPECIFICATIONS

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18. Training

Provide minimum of two full days of on-site orientation training, and 5 days of operational training for 10 operators. Also mechanic training in component location and any general maintenance not covered under the preventive maintenance agreement.

19. Solid Waste Handling Package

Package shall be engineered and assembled at factory plant.

Solid Waste Handling Package shall include:
All available guarding to protect machine from the operating environment.

Corrosion protection painting of machine and attachments.

Factory fitted Special Waste Package of heavy duty construction with proven performance in Solid Waste applications. Bidders shall provide a list of not less than 10 satisfied customers using Special Waste Package in a solid waste processing environment upon request.

Axle guarding system shall be supplied that is designed, fabricated, and installed by the original equipment manufacturer to protect components and seals from wire and other debris that might wrap around the wheel or axle.

Engine and powertrain guards shall shield components from debris as well as allow access for cleaning and maintenance.

Machine shall have a steel hood with appropriate locking side and top access doors.

Machine shall have an easy access battery box.

Machine shall have a windshield guard to prevent breakage on the lower portion of front windows. This guard shall not impede the operator field of vision when looking forward.

Front frame guards shall prevent trash build up inside the frame of the machine.

Machine shall have heavy duty handles and steps.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
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Machine shall have lower center hinge pin guard.

OPTIONS:

20.GRADE CONTROL: Machine will be equipped with an integrated 3D grade control system. The system will be able to measure pass count and will be capable of measuring elevation, slope, and grade with support of a corrections radio and base station. System shall be capable of infield design when used with a base and rover. System will be compatible with Trimble or Topcon

Optional grade control system may or may not be added to the total cost of the bid at the sole discretion on the City of Casper

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW WHEELED TRASH COMPACTOR
FOR THE
SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated January 25, 2024.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- | | | |
|------|--|----------|
| I. | Price bid for one (1) new Wheeled Trash Compactor, as specified | \$ _____ |
| II. | Trade-in allowance for Unit #141402 Caterpillar 826G Landfill Compactor. | \$ _____ |
| III. | Extended Warranty (7 Year 7,500 Hour as specified) | \$ _____ |
| IV. | Maintenance Agreement (7 Year 7,500 Hour as specified) | \$ _____ |
| V. | 3D Grade Control System (Optional) | \$ _____ |
| VI. | NET COST TO THE CITY:
(Total Price) | \$ _____ |

VII. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

VIII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW WHEELED TRASH COMPACTOR
(Approved by the City Attorney, 2014)
Dated the 25th Day of January, 2024**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation on any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.