

# COUNCIL MEETING AGENDA

## Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, September 5, 2023 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](mailto:CouncilComments@casperwy.gov)

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

### AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES
  - A. Consideration of **Minutes of the August 15, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on August 26, 2023.
  - B. Consideration of **Minutes of the August 15, 2023 Executive Session**.

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4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS

A. **Childhood Cancer Awareness Month**

B. **National Suicide Prevention Awareness Month**

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH PUBLIC HEARING

A. Consent

1. Establish September 19, 2023 as the Public Hearing Date for Consideration of:

a. Adopting **Fiscal Year 2024 Budget Amendment #1.**

8. PUBLIC HEARINGS

A. Ordinances

1. **Updating and Amending Chapter 5.08** of the Casper Municipal Code Including Sections 5.08.010 & 5.08.340.

2. **Amending Chapter 6.04** of the Casper Municipal Code.

B. Resolutions

1. A **Resolution Finding Facts Pursuant to Wyoming § 15-1-402** Regarding the Annexation of 4.78-Acres, Located in and Being a Portion of the SW1/4SW1/4 of Section 35, T.34N., R79W., 6<sup>th</sup> P.M., Natrona County Wyoming, to Create the **JTL Group Inc. Addition.**

2. A **Resolution Finding Facts Pursuant to Wyoming § 15-1-402** Regarding the Annexation of 0.85-Acres Being Incorporated into the Proposed **Elkhorn Village Addition No. 3 Subdivision.**

9. THIRD READING ORDINANCES

A. Ordinances

1. Approving the Annexation, Plat, and Zoning Creating the **JTL Group Inc. Addition Subdivision.**

a. Communications from Persons Present

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2. Approving the Annexation, Plat, and Zoning Creating the **Elkhorn Village Addition No. 3 Subdivision.**

- a. Communications from Persons Present

## 10. RESOLUTIONS

### A. Consent

1. Granting a **Utility Easement** for Maintenance of Underground Utilities Within Along City of Casper-Owned **Three Trails Road.**
2. Authorizing the Procurement Agreement with **Accent Packaging Inc.**, for the 2023 **5-Year Solid Waste Baler Bag Procurement**, Project 23-006.
3. Authorizing the Execution of an **ARPA Grant Agreement** with the Office of State Lands and Investments for the Purpose of the **Wastewater Treatment Plant MCC Replacement Project.**
4. Authorizing an Agreement with **Western Plains Logistics**, for the **Baler Building Leachate System**, Project No. 22-043.
5. Authorizing a Contract for Professional Services with **WLC Engineering and Surveying**, for Design, Bidding, and Construction Administration Services for the **Bryan-Evansville Road Improvements**, Project No. 21-067.
6. Authorizing an Agreement with **Crown Construction, LLC.**, for the **Paradise Valley Pool Gutter Replacement**, Project No. 22-047.
7. Authorizing the **Fiscal Year 2024 Contract** with the State of Wyoming Office of the Attorney General, **Division of Victim Services.**
8. Authorizing the **Sole Source Purchase of Thirty (30) Model 7 Tasers** from **Proforce Marketing, Inc.**
9. Authorizing the **Sole Source Purchase of Six (6) Model 7 Tasers** from **Proforce Marketing, Inc.**
10. Authorizing **Transition to a Service Fee Model for Cemetery Credit/Debit Card Payments.**
11. Authorizing an **Amendment to the Merchant Agreement with DrivePayments, LLC**, for the Service Fee Model - **Cemetery Credit/Debit Card Payments.**
12. Authorizing a **Donation Agreement with Visit Casper** for the **Ford Wyoming Center Locker Room Renovations.**

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13. Authorizing the Execution of a **Grant Agreement** Between the **Wyoming Game & Fish Commission** and the City of Casper.

## 11. MINUTE ACTION

### A. Consent

1. Authorizing the **Purchase of Residential Trash Containers**, in a Total Amount Not to Exceed \$44,906.40, for Use in the **Casper Solid Waste Division**.
2. Authorizing the **Purchase of Two (2) New Bumper Pull Deck Over Trailers**, in the Amount of \$28,480.00, for Use by the **Parks Division** of the Parks, Recreation, and Public Facilities Department.
3. Authorizing the **Purchase of Two (2) New Front-Loading Full Eject 40-Yard Sanitation Trucks**, in the Total Amount of \$560,040.00, After Trade, for Use by the **Sanitation Division** of the Public Services Department.
4. Authorizing the **Purchase of Hurst Extrication Tools from L.N. Curtis Inc.** in the Amount of \$147,385.80.

## 12. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

## 13. ADJOURN INTO EXECUTIVE SESSION – POTENTIAL LITIGATION

## 14. ADJOURNMENT OF REGULAR MEETING

### Upcoming Council Meetings

#### **Regular Council Meetings**

6:00 p.m. Tuesday, September 19, 2023 – The Lyric

6:00 p.m. Tuesday, October 3, 2023 – The Lyric

#### **Work Sessions**

4:30 p.m. Tuesday, September 12, 2023 – The Lyric

4:30 p.m. Tuesday, September 26, 2023 – 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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COUNCIL PROCEEDINGS  
Regular Council Meeting - The Lyric  
August 15, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, August 15, 2023. Present: Councilors Gamroth, Jensen, Cathey, Engebretsen, Pollock, Bond, Vice Mayor Pacheco, and Mayor Knell.

Moved by Councilor Cathey, seconded by Councilor Pollock to, by minute action, excuse the absence of Councilor Haskins. Motion passed.

2. PLEDGE OF ALLEGIANCE

Councilor Bond led the audience in the pledge of allegiance.

3.A. REGULAR MEETING MINUTES APPROVAL

Moved by Vice Mayor Pacheco, seconded by Councilor Pollock to, by minute action, approve the minutes of the August 1, 2023 Regular Council Meeting, as published in the Casper Star Tribune on August 10, 2023. Motion passed.

3.B. EXECUTIVE SESSION MINUTES APPROVAL

Moved by Councilor Engebretsen, seconded by Councilor Jensen to, by minute action, approve the minutes of the August 15, 2023 Executive Session. Motion passed.

4.A. APPROVAL OF GENERAL BILLS & CLAIMS

Moved by Councilor Engebretsen, seconded by Councilor Cathey to, by minute action, approve payment of the August 15, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

<u>General Bills &amp; Claims 08/15/23</u>		
6HGroup	Goods	710.10
71Const	Goods	555.10
AHusted	Reimb	288.75
ASundell	Reimb	243.00
AAALndscpng	Services	4,342.25
AdvncdNtwrkMngmnt	Services	168.56
Airgas	Goods	478.94
AirInnvtns	Services	2,493.00
Alsco	Services	2,113.66
AltdVtrnry	Services	4,899.60
AMBI	Services	1,154.01
AmrTech	Services	25,806.30
AT&T	Services	2,807.86
AtIntcElctrc	Services	16,340.23
Atlas	Goods	6,451.66

BdgrMtr	Services	162.87
BrgnEllngsn	Goods	9,928.37
BntzTwnPmp	Goods	42.20
BigHrnTire	Services	135.00
BlkHillsEnrgy	Utilities	14,040.14
BlkmnPrpn	Goods	4,631.96
BrntagPac	Goods	39,204.10
Brian'sGoTo	Services	1,208.13
CRickett	Reimb	150.00
ChmbrOfComm	Dues	600.00
CsprTire	Services	3,200.00
CsprVtrnry	Services	262.23
CntryLnk	Utilities	3,084.50
CtyCspr	Services	535,132.07
CivicPlus	Goods	945.00
CMITeco	Services	25,459.29
COGolf&Turf	Goods	5,500.00
CommTech	Services	2,107.43
CmprsnLeasng	Services	3,094.00
CnsnsCldSltns	Services	189.90
Cnvrgn	Goods	10,598.80
CowboySpLyHse	Goods	470.28
CPSDstrbtrs	Goods	475.32
CPU	Goods	10,288.47
CreedCmpns	Services	4,600.00
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	64,614.25
DFerguson	Reimb	73.49
DKpnr	Services	596.20
DPCIndstrs	Goods	13,481.60
DynmcCntrl	Services	5,222.00
EnrgyLabs	Services	8,619.00
EnnisFlnt	Goods	3,111.60
ExpSvcs	Services	3,606.15
ExtrmTrkOutftrs	Services	5,967.72

FHiday	Reimb	225.00
FrgsnEnt	Goods	283.51
FIB	Goods	330.00
ForzaFrnscls	Services	4,165.00
FoxstrOpco	Goods	1,110.00
FrmntMtr	Goods	83,340.00
GMiller	Reimb	233.08
Galls	Goods	1,447.95
GeosyntcCnsltnts	Services	10,597.59
GloblSpctrm	Services	75,000.00
Grngr	Goods	721.03
GrntPeakPmp	Goods	3,361.97
GrtWstrnRcrtn	Goods	375.50
GreensSewr&Drain	Services	127.00
GrrrMotr	Services	8,538.20
Hach	Goods	1,501.05
HrvrdDrugGrp	Goods	157.84
Hwkns	Goods	2,794.00
HDREngnrng	Services	14,152.49
Homax	Goods	26,893.74
HonnenEquip	Services	2,854.51
HowrdSply	Goods	1,655.96
IndstrlScrn	Services	650.00
Instltn&Svc	Services	179,692.50
JGreenwood	Reimb	114.16
JPeterson	Reimb	236.25
JWinzenried	Reimb	106.02
JDCInvstgtns	Services	770.00
JhnsnRstrnt	Services	1,404.00
Kinsco	Goods	20,183.49
KnfRvr	Goods/Services	5,812.36
Kone	Services	734.69
LChristensen	Reimb	45.14
LNCrts&Sons	Goods	1,826.31
LawsnPrdcts	Services	900.00
LmrRoofng	Services	275.00
Lisa'sSpCNspn	Services	420.00

MDover	Reimb	150.00
MHarshman	Reimb	47.25
MHuss	Reimb	416.50
MidIndImplmnt	Goods	2,750.50
MillsPD	Services	115.20
MLAuto	Services	1,631.00
MdrnElctrc	Services	150.00
MonsonJntrlSrvc	Services	5,979.22
MotorlaSltns	Services	4,236.30
MtnAlrmFire&Scrty	Services	235.00
MtnStLitho	Services	67.81
MtnWstTech	Services	780.49
Napa	Goods	465.99
NCClrkOfDstrctCrt	Goods	15.65
NCHlthDprtmnt	Services	700.00
NCSO	Services	115.20
Norco	Goods	1,041.24
NPT	Services	297.45
NWstContr	Goods	1,512.86
NtchSpclts	Goods	286.99
OffcShop	Services	92.36
OneCall	Services	90.00
PMoore	Reimb	79.99
PaceAnlytclSrvc	Services	1,322.00
PCNStrtgs	Goods	186.50
PeakGeosltns	Services	5,262.35
Pedens	Goods	480.73
PstlPros	Services	9,501.42
PrfsnlClnng	Services	1,395.00
PrvsIndstrs	Goods	1,626.75
RapidFirePrctctn	Services	285.00
RpblcPrkng	Services	202.00
Ricoh	Services	68.72
RckyMtnAirSltns	Goods	29.50
RckyMtnPwr	Utilities	36,620.15
RckyMtnFireSysrms	Services	94.66
RootrSwr	Services	6,266.90

SShipman	Reimb	273.56
ScottEnvrnmntlSrvcs	Services	1,596.98
SeaWstrn	Goods	6,919.60
Smrsh	Services	2,184.90
SmthPsych	Services	700.00
SolrwndsWrldwide	Services	8,350.00
StntcCnsltng	Services	3,181.86
StOfWyo	Services	460,296.83
StrlngInfosystms	Services	1,224.81
SummitFire&Scrty	Services	623.97
T-Mbl	Services	276.04
TrgtSpeltyPrdcts	Goods	2,392.50
TheWash	Services	51.16
33MileRd	Services	74.32
ThomsnReutrs	Goods	2,123.68
TopOffc	Goods	451.91
TriStTrk&Eqpmnt	Services	4,299.92
TWEntrprs	Services	290.00
TylerTech	Services	146,815.10
Unifrms2Gear	Goods	330.00
UntdRntls	Goods	2,435.50
VrznWrsls	Services	1,786.74
VoiancLanguageSrvc	Services	32.72
VRC	Services	66.12
WtrTech	Goods	288.53
WstrnSign&Design	Services	2,285.00
WSP	Services	1,693.71
WyoSteel&Rcyclng	Services	18.54
Total		2,038,475.11

#### 4.B. CONFLICT CLAIM

Moved by Vice Mayor Pacheco, seconded by Councilor Gamroth to, by minute action, approve payment of the August 15 2023, conflict claim, as audited by City Manager Napier. Councilor Engebretsen abstained from voting. Motion passed.

#### Conflict Claim 8/15/23

Lisa Engebretsen	Travel Reimbursement	\$289.25
Claims Total		\$289.25

#### 5. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council were: Ross Schriftman, regarding neighbors assisting with resources and services; Annie Dundas, 9-8-8 stickers for City vehicles; Copper, regarding the importance of skate

parks; Sailor Martinez, regarding the mental health benefits of skating; Espinosa, regarding the positive impacts that skating has had on his life; Pat Sweeney, regarding repairs at the skate park; Brian, regarding a street closure and issues related to homelessness; and Dennis Steinsland, regarding the audio system for the Council meetings. Council directed City Manager Napier to look into the issue of who is responsible for dealing with raccoons and skunks that create issues for citizens.

6.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilor Cathey, seconded by Vice Mayor Pacheco, to, by minute action, establish September 5, 2023, as the public hearing date for:

- a. An ordinance amending Chapter 5.08 of the Casper Municipal Code Sections 5.08.150 and 5.08.390 changing business revenue requirements for bar and grill licenses; and,
- b. An ordinance amending Chapter 6.04 of the Casper Municipal Code facilitating Metro Animal Services in establishing and operating a trial trap, neuter, and return program.

Councilor Pollock abstained from voting on Item 6.A.1.a. Motion passed.

7. PUBLIC HEARING – MINUTE ACTION

Mayor Knell opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 12.

City Attorney Nelson entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated July 28, 2023; Casper Star-Tribune Proof of Publication, published on August 3<sup>rd</sup> and 8<sup>th</sup>, 2023; an affidavit of website publication, dated August 2, 2023; and a liquor license application filed July 18, 2023. Acting City Manager Belser gave a brief report.

Speaking in favor of the transfer was: John Johnson. There were no citizens to speak against the item. The public hearing was closed.

Moved by Councilor Cathey, seconded by Councilor Jensen to, by consent minute action authorize the transfer of ownership of Retail Liquor License No. 12 from Mesa Liquors, LLC, dba Mesa Liquor, located at 3243 Talon Drive, Suite 200, to Casper Taco Shop, LLC, dba Fuzzy's Taco Shop, located at 3243 Talon Drive, Suite 200, 300, and 400. Councilor Pollock abstained from voting. Motion passed.

8.A.1. THIRD READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 14-23  
AN ORDINANCE AMENDING CASPER MUNICIPAL CODE  
SECTION 6.04.040 – KEEPING OF PETS, LIVESTOCK OR FOWL;  
LIMITATIONS; FEEDING OF NON-DOMESTICATED ANIMALS  
PROHIBITED.

Councilor Pollock presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Engebretsen.

Citizens to speak on the ordinance were: Cheryl Parlett, asking about bird feeders and squirrels; and Justin Binfet, of the Wyoming Game & Fish Department, discussing his support of the ordinance.

Councilor Engebretsen asked Mr. Binfet to discuss the trapping of skunking and raccoons, and he discussed options for citizens dealing with these animals. There were no amendments. Motion passed.

8.A.2. THIRD READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 15-23  
AN ORDINANCE IN SUPPORT OF CONTINUING THE FIFTH CENT  
OPTIONAL GENERAL PURPOSE EXCISE TAX PURSUANT TO  
WYOMING STATUTES SECTION 39-15-203(a)(i)(F)(II).

Councilor Engebretsen presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Pollock.

Citizens to speak in support of the ordinance were: Tyler Daugherty, Justin Farley, JoAnn True, Charlie Powell, Shane True, and Pat Sweeney.

Citizens to speak in opposition of the ordinance were: Ross Schrifman, Cheryl Parlett, Rosemary Sebahn, Zac Horton, Vernon Jones, Jeanette Ward, Sandra England, Trevor (no identified last name), Mary Schmidt, Eric Paulson, Jane Lock, and Tony Lock.

Councilors Engebretsen, Pollock, Bond, Gamroth, Cathey, Jensen and Vice Mayor Pacheco, and Mayor Knell all spoke in favor of the ordinance and all gave statements explaining how the 5<sup>th</sup> cent tax is essential to continue providing necessary services and maintain vital infrastructure in Casper. They also discussed that this is not a new tax, and has been in place for several decades; that they are representing the community as a whole when voting on the ordinance; and that passing this ordinance is the fiscally responsible decision. Vice Mayor Pacheco echoed Councilors Gamroth, Cathey, and Bond previous statements asking that Council codify the community survey for one cent so that that piece continues into the future.

There were no amendments. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-164  
A RESOLUTION APPROVING AND ADOPTING THE WESTERN  
GATEWAY CORRIDOR STUDY PHASE I FOR THE CASPER  
METROPOLITAN AREA.

RESOLUTION NO. 23-165  
A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE  
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF CASPER AND T-O ENGINEERS, INC.

RESOLUTION NO. 23-166  
A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE  
GROUND LEASE AGREEMENT BETWEEN THE CITY OF CASPER,  
WYOMING AND WYO COMPLEX.

RESOLUTION NO. 23-167

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE IRU AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, AND MOUNTAIN WEST TECHNOLOGIES CORPORATION.

RESOLUTION NO. 23-168

A RESOLUTION AUTHORIZING AMENDING PROVIDING FOR THE NAMING OF LEGAL DEPOSITORIES AND INVESTMENT FIRMS FOR 2023.

RESOLUTION NO. 23-169

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH MYERS & SONS CONSTRUCTION, LP, FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION PHASE 2, PROJECT NO. 23-002.

RESOLUTION NO. 23-170

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ANDRITZ SEPARATION INC., FOR SERVICE AND REPAIR OF A DEWATERING CENTRIFUGE USED AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 23-171

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING CONCERNING A CASPER AREA PARKS AND RECREATION MASTER PLAN.

RESOLUTION NO. 23-172

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, AND THE CASPER RECREATIONAL LEAGUES ASSOCIATION.

RESOLUTION NO. 23-173

A RESOLUTION RATIFYING THE AGREEMENT WITH ICAC TASK FORCE AFFILIATE AGENCY BETWEEN THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF CRIMINAL INVESTIGATION AND THE CITY OF CASPER, WYOMING, BY AND THROUGH THE CASPER POLICE DEPARTMENT AND AUTHORIZING AMENDMENT ONE TO THE AGREEMENT.

Councilor Bond presented the foregoing ten (10) consent resolutions for adoption. Seconded by Councilor Pollock. Motion passed.



10. CONSENT MINUTE ACTION

Moved by Councilor Pollock, seconded by Councilor Bond to, by consent minute action:

1. authorize the purchase of two new belly deck mowers in the total amount of \$31,400.00 for use by the Parks Division of the Parks, Recreation, and Public Facilities Department;
2. authorize the purchase of one new one-ton regular cab pickup truck with a utility body in the amount of \$59,904.00, after trade, and one new trailer mounted air compressor in the amount of \$89,865.00 for use by the Parks Division of the Parks, Recreation, and Public Facilities Department; and,
3. authorize the reappointment of Downtown Development Authority board members Kerstin Ellis and Tony Hager to four-year board terms expiring June 30, 2027.

Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilors spoke on meetings and events they attended as well as matters of public interest.

12. ADJOURN INTO EXECUTIVE SESSION

At 8:49 p.m., it was moved by Councilor Engebretsen seconded by Councilor Pollock, to adjourn into executive session to discuss personnel and litigation matters. Motion passed.

At 9:24, there being no further business, Mayor Knell asked for a motion to adjourn the executive session. Moved by Councilor Cathey, seconded by Councilor Bond. Motion Passed.

13. ADJOURNMENT OF REGULAR MEETING

Mayor Knell called for a motion to adjourn the regular meeting. Moved by Councilor Cathey to adjourn the regular Council meeting, seconded by Councilor Jensen. Motion passed. The meeting was adjourned at 9:24 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor

# City of Casper - Bills and Claims for September 05, 2023

## 19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	City Manager	CMO Lunch Meeting	\$58.77
19TH HOLE RESTAURANT	City Manager	City Manager Lunch Meeting	\$35.37
19TH HOLE RESTAURANT	City Manager	City Manager Lunch Meeting	\$73.83
<i>19TH HOLE RESTAURANT - Total For City Manager</i>			<i>\$167.97</i>
19TH HOLE RESTAURANT	Human Resources	Luncheon for Golf Tournament	\$1,632.00
<i>19TH HOLE RESTAURANT - Total For Human Resources</i>			<i>\$1,632.00</i>
<b>19TH HOLE RESTAURANT - ALL DEPARTMENTS</b>			<b>\$1,799.97</b>

## 2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Cemetery	irrigation supplies	\$235.66
<i>2530 - CPS DSTRBTRS - Total For Cemetery</i>			<i>\$235.66</i>
2530 - CPS DSTRBTRS	Refuse - Residential	MATERIALS PVC FOR 90 GAL CAN REPAIRS	\$162.00
2530 - CPS DSTRBTRS	Refuse - Residential	CONTAINER REPAIRS (HANDLES FOR 90 GAL	\$173.65
2530 - CPS DSTRBTRS	Refuse - Residential	REFUND FOR REPAIR SUPPLIES	(\$5.20)
<i>2530 - CPS DSTRBTRS - Total For Refuse - Residential</i>			<i>\$330.45</i>
<b>2530 - CPS DSTRBTRS - ALL DEPARTMENTS</b>			<b>\$566.11</b>

## 307 SHREDDING LLC

307 SHREDDING LLC	Police Administration	Shredding Service	\$225.00
307 SHREDDING LLC	Police Administration	Document/file shredding service	\$450.00
<i>307 SHREDDING LLC - Total For Police Administration</i>			<i>\$675.00</i>
<b>307 SHREDDING LLC - ALL DEPARTMENTS</b>			<b>\$675.00</b>

## 4IMPRINT, INC

4IMPRINT, INC	Police Administration	ALL OTHER DIRECT MARKETERS PD Swag	\$1,501.13
<i>4IMPRINT, INC - Total For Police Administration</i>			<i>\$1,501.13</i>
<b>4IMPRINT, INC - ALL DEPARTMENTS</b>			<b>\$1,501.13</b>

## 6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Dog & Cat Food	\$273.70
<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			<i>\$273.70</i>
6H GROUP LLC	Police Administration	Dog Food	\$51.90
<i>6H GROUP LLC - Total For Police Administration</i>			<i>\$51.90</i>
<b>6H GROUP LLC - ALL DEPARTMENTS</b>			<b>\$325.60</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Retainage - Contract #23300063	\$33,344.70
71 CONSTRUCTION, INC	Capital Projects Fund	2023 Cape Seal	\$633,549.20
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$666,893.90</i>
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$30,086.49
71 CONSTRUCTION, INC	Streets	Tack Oil	\$3,396.44
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$33,482.93</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$700,376.83</b>

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

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / Mailing Service	\$43.15
A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Printing Service for Compost Yard Sale	\$268.34
<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$311.49</i>
A.M.B.I. & SHIPPING,	Customer Service	Postage / Mailing Service	\$120.00
A.M.B.I. & SHIPPING,	Customer Service	Postage / Mailing Service	\$360.55
A.M.B.I. & SHIPPING,	Customer Service	Mailing / Postage Service	\$1,050.95
<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			<i>\$1,531.50</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / Mailing Service	\$131.08
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			<i>\$131.08</i>
A.M.B.I. & SHIPPING,	Regional Water Operations	Shipping 3 computers for HOA software proc	\$199.92
<i>A.M.B.I. &amp; SHIPPING, - Total For Regional Water Operations</i>			<i>\$199.92</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage / Mailing Service	\$2.88
<i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i>			<i>\$2.88</i>
A.M.B.I. & SHIPPING,	Water Administration	Postage / Mailing Service	\$33.37
<i>A.M.B.I. &amp; SHIPPING, - Total For Water Administration</i>			<i>\$33.37</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$2,210.24</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing & Trimming Service	\$840.00
AAA LANDSCAPING - Total For Balefill - Disposal & Landfill			\$840.00
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$775.00
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$130.56
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$2,024.70
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$562.24
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$2,786.13
AAA LANDSCAPING - Total For Community Development			\$6,278.63
AAA LANDSCAPING - ALL DEPARTMENTS			\$7,118.63

## ACCENT PACKAGING INC

ACCENT PACKAGING INC	Refuse - Recycling	Tying wire for Bling recyclables	\$2,932.53
ACCENT PACKAGING INC - Total For Refuse - Recycling			\$2,932.53
ACCENT PACKAGING INC - ALL DEPARTMENTS			\$2,932.53

## ADAMS, PEGGY O

ADAMS, PEGGY O	Refuse Revenue and Transfer		\$5.11
ADAMS, PEGGY O - Total For Refuse Revenue and Transfers			\$5.11
ADAMS, PEGGY O	Water Revenue and Transfer		\$18.75
ADAMS, PEGGY O - Total For Water Revenue and Transfers			\$18.75
ADAMS, PEGGY O - ALL DEPARTMENTS			\$23.86

## ADVANCED NETWORK MAN

ADVANCED NETWORK MAN	Public Safety Communication	Vmware renewal Spillman Server 9/01/23- 9	\$5,740.80
ADVANCED NETWORK MAN - Total For Public Safety Communications			\$5,740.80
ADVANCED NETWORK MAN - ALL DEPARTMENTS			\$5,740.80

## ADVANCED PUMP AND EQ

ADVANCED PUMP AND EQ	Regional Water Operations	Replacement Float - Machinery Supplies	\$56.77
ADVANCED PUMP AND EQ - Total For Regional Water Operations			\$56.77

**ADVANCED PUMP AND EQ - ALL DEPARTMENTS**

\$56.77

**AIR INNOVATIONS**

AIR INNOVATIONS	Balefill - Baler Processing	Cooling system repair AND RECHARGE	\$256.50
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<i>AIR INNOVATIONS - Total For Balefill - Baler Processing</i>			<i>\$256.50</i>
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**AIR INNOVATIONS - ALL DEPARTMENTS**

\$256.50

**AIRGAS USA LLC**

AIRGAS USA LLC	Balefill - Baler Processing	Gloves FOR MAINT BLDG CREW	\$210.60
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AIRGAS USA LLC	Balefill - Baler Processing	Propane for forklift at baler	\$108.16
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AIRGAS USA LLC	Balefill - Baler Processing	Cutting Attachment/Handle Torch/Tip Cuttin	\$346.47
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AIRGAS USA LLC	Balefill - Baler Processing	Welding supplies for plasma table	\$358.25
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<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$1,023.48</i>
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AIRGAS USA LLC	Balefill - Diversion & Special	Gloves for special waste LITTER CREW	\$116.16
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AIRGAS USA LLC	Balefill - Diversion & Special	TWL COLG PVA cooling towels for SW litter c	\$111.60
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<i>AIRGAS USA LLC - Total For Balefill - Diversion &amp; Special</i>			<i>\$227.76</i>
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AIRGAS USA LLC	Police Administration	Cylinder lease renewal 9/01/23 to 8/31/24	\$749.41
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<i>AIRGAS USA LLC - Total For Police Administration</i>			<i>\$749.41</i>
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AIRGAS USA LLC	Refuse - Residential	Hydration Drink Powder FOR TRASH TRUCK	\$79.05
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AIRGAS USA LLC	Refuse - Residential	Hydration drink for trash truck crew/safety s	\$117.00
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<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$196.05</i>
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**AIRGAS USA LLC - ALL DEPARTMENTS**

\$2,196.70

**ALBERTSONS #0060**

ALBERTSONS #0060	Customer Service	PAPER TOWELS	\$10.99
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<i>ALBERTSONS #0060 - Total For Customer Service</i>			<i>\$10.99</i>
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ALBERTSONS #0060	Human Resources	4, 30pk cookie variety for Golf Tournament	\$21.96
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<i>ALBERTSONS #0060 - Total For Human Resources</i>			<i>\$21.96</i>
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**ALBERTSONS #0060 - ALL DEPARTMENTS**

\$32.95

**ALBERTSONS #0062**

ALBERTSONS #0062	Buildings & Structures Fund	Repair supplies for Ice Arena - Albertson	\$17.88
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<i>ALBERTSONS #0062 - Total For Buildings &amp; Structures Fund</i>			<i>\$17.88</i>
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ALBERTSONS #0062	Sewer Administration	Supplies for CPU Advisory Board meeting	\$9.80
<i>ALBERTSONS #0062 - Total For Sewer Administration</i>			<i>\$9.80</i>
ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board meeting	\$11.97
<i>ALBERTSONS #0062 - Total For Water Administration</i>			<i>\$11.97</i>
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$39.65</b>

## ALL TREES, LLC

ALL TREES, LLC	Refuse - Residential	Tree trimming service in alley ways	\$1,900.00
ALL TREES, LLC	Refuse - Residential	Tree trimming service COFFMAN AVE	\$1,900.00
ALL TREES, LLC	Refuse - Residential	Tree trimming serviceKNOLLWOOD DR	\$1,800.00
<i>ALL TREES, LLC - Total For Refuse - Residential</i>			<i>\$5,600.00</i>
<b>ALL TREES, LLC - ALL DEPARTMENTS</b>			<b>\$5,600.00</b>

## ALLDATA

ALLDATA	Fleet Maintenance Fund	RENEW SUBSCRIPTION	\$1,500.00
<i>ALLDATA - Total For Fleet Maintenance Fund</i>			<i>\$1,500.00</i>
<b>ALLDATA - ALL DEPARTMENTS</b>			<b>\$1,500.00</b>

## ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Fluid Dispensing Pump Motor Replacement E	\$1,389.81
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,389.81</i>
<b>ALLIANCE ELECTRIC LL - ALL DEPARTMENTS</b>			<b>\$1,389.81</b>

## ALL-OUT-FIRE EXT

ALL-OUT-FIRE EXT	Fleet Maintenance Fund	Fire Extinguisher Recharge & Inspection	\$645.00
<i>ALL-OUT-FIRE EXT - Total For Fleet Maintenance Fund</i>			<i>\$645.00</i>
ALL-OUT-FIRE EXT	Regional Water Operations	Fire Extinguisher Annual Inspection-Safety E	\$755.00
<i>ALL-OUT-FIRE EXT - Total For Regional Water Operations</i>			<i>\$755.00</i>
<b>ALL-OUT-FIRE EXT - ALL DEPARTMENTS</b>			<b>\$1,400.00</b>

## ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.76
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ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$110.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$110.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.76
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.76
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$110.26
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$516.06</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$171.68
ALSCO	Fleet Maintenance Fund	Laundry service	\$126.85
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$298.53</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$96.86
ALSCO	Refuse - Residential	Professional Laundry Services	\$95.32
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.86
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$290.04</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	\$43.58
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$43.58</i>
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$222.26
<i>ALSCO - Total For Streets</i>			<i>\$608.18</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$155.42
ALSCO	WWTP Operations	Professional Laundry Services	\$159.48
ALSCO	WWTP Operations	Professional Laundry Services	\$153.40
<i>ALSCO - Total For WWTP Operations</i>			<i>\$468.30</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$2,266.10</b>

### AMAZON.COM 3S1KH44W3

AMAZON.COM 3S1KH44W3	Community Development	BOOK STORES- small notepads for inspectors	\$18.30
<i>AMAZON.COM 3S1KH44W3 - Total For Community Development</i>			<i>\$18.30</i>
<b>AMAZON.COM 3S1KH44W3 - ALL DEPARTMENTS</b>			<b>\$18.30</b>

### AMAZON.COM 5A3TF51H3

AMAZON.COM 5A3TF51H3	Police Investigations	BOOK STORES USB memory cards	\$28.98
AMAZON.COM 5A3TF51H3 - Total For Police Investigations			\$28.98
<b>AMAZON.COM 5A3TF51H3 - ALL DEPARTMENTS</b>			<b>\$28.98</b>

## AMAZON.COM TO36B5Z62

AMAZON.COM TO36B5Z62	Parks - Urban Forestry	saw blades	\$199.96
AMAZON.COM TO36B5Z62 - Total For Parks - Urban Forestry			\$199.96
<b>AMAZON.COM TO36B5Z62 - ALL DEPARTMENTS</b>			<b>\$199.96</b>

## AMAZON.COM TS5P30D33

AMAZON.COM TS5P30D33	Police Investigations	BOOK STORES USB memory cards	\$77.98
AMAZON.COM TS5P30D33 - Total For Police Investigations			\$77.98
<b>AMAZON.COM TS5P30D33 - ALL DEPARTMENTS</b>			<b>\$77.98</b>

## AMERICAN ASSOC OF CO

AMERICAN ASSOC OF CO	Community Development	Justine's AACE Memebership	\$595.00
AMERICAN ASSOC OF CO - Total For Community Development			\$595.00
<b>AMERICAN ASSOC OF CO - ALL DEPARTMENTS</b>			<b>\$595.00</b>

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230091 Equipment repair	\$1,812.05
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	70735 Equipment repair	\$2,210.75
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	(\$125.00)
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230088 Installation of headlight actuator rel	\$187.74
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230085 Equipment Repair	\$3,523.03
AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund			\$7,608.57
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$7,608.57</b>

## AMZN Mktp US

AMZN Mktp US	Buildings & Structures Fund	Door repair supplies for Service Center - Am	\$119.10
AMZN Mktp US - Total For Buildings & Structures Fund			\$119.10
AMZN Mktp US	Fire-EMS Administration	KeySmart	\$30.98



<i>AMZN Mktp US - Total For Fire-EMS Administration</i>			\$30.98
AMZN Mktp US	Fire-EMS Operations	Credit for wedges that were never delivered	(\$37.60)
AMZN Mktp US	Fire-EMS Operations	MREs for Brush Trucks	\$228.90
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			\$191.30
AMZN Mktp US	Ft. Caspar Museum	Air Filter for collections storage	\$295.00
<i>AMZN Mktp US - Total For Ft. Caspar Museum</i>			\$295.00
AMZN Mktp US	Hogadon - Operations	New safety Helmets	\$1,179.40
<i>AMZN Mktp US - Total For Hogadon - Operations</i>			\$1,179.40
AMZN Mktp US	Human Resources	GOLF TOURNAMENT DOOR PRIZES	\$216.88
AMZN Mktp US	Human Resources	GOLF TOURNAMENT DOOR PRIZES	\$15.43
<i>AMZN Mktp US - Total For Human Resources</i>			\$232.31
AMZN Mktp US	Parks - Urban Forestry	blades	\$38.53
<i>AMZN Mktp US - Total For Parks - Urban Forestry</i>			\$38.53
AMZN Mktp US	Police Investigations	BOOK STORES marking tags	\$40.95
<i>AMZN Mktp US - Total For Police Investigations</i>			\$40.95
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES	\$145.74
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES - LAMINATING POUCHES 2100	\$122.01
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES - HOLOGRAM SECURITY STICK	\$43.98
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES - SCANNER STAND X2	\$19.98
<i>AMZN Mktp US - Total For Public Transit - CARES Act</i>			\$331.71
AMZN Mktp US	Regional Water Operations	Aquarium Pumps for Actiflo Turbidimeters -	\$172.68
<i>AMZN Mktp US - Total For Regional Water Operations</i>			\$172.68
AMZN Mktp US	Sewer Wastewater Collection	office supplies	\$45.51
<i>AMZN Mktp US - Total For Sewer Wastewater Collection</i>			\$45.51
AMZN Mktp US	Water Distribution	USB HUB- TECHNOLOGY	\$28.99
<i>AMZN Mktp US - Total For Water Distribution</i>			\$28.99
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$2,706.46</b>

## ANDERSON, BROCK

ANDERSON, BROCK	Sewer Fund		\$33.00
<i>ANDERSON, BROCK - Total For Sewer Fund</i>			\$33.00
ANDERSON, BROCK	Water Revenue and Transfer		\$211.58
<i>ANDERSON, BROCK - Total For Water Revenue and Transfers</i>			\$211.58
<b>ANDERSON, BROCK - ALL DEPARTMENTS</b>			<b>\$244.58</b>

## ANDERSON, JOE

ANDERSON, JOE	Water Revenue and Transfer	\$38.32
<i>ANDERSON, JOE - Total For Water Revenue and Transfers</i>		<i>\$38.32</i>
<b>ANDERSON, JOE - ALL DEPARTMENTS</b>		<b>\$38.32</b>

## APCO INTERNATIONAL I

APCO INTERNATIONAL I	Public Safety Communication BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$976.00
<i>APCO INTERNATIONAL I - Total For Public Safety Communications</i>		<i>\$976.00</i>
<b>APCO INTERNATIONAL I - ALL DEPARTMENTS</b>		<b>\$976.00</b>

## AQUATIC INFORMATICS

AQUATIC INFORMATICS	WWTP Operations	Software for WIMS	\$2,913.00
<i>AQUATIC INFORMATICS - Total For WWTP Operations</i>			<i>\$2,913.00</i>
<b>AQUATIC INFORMATICS - ALL DEPARTMENTS</b>			<b>\$2,913.00</b>

## ARBY'S 7533

ARBY'S 7533	Police Investigations	FAST FOOD RESTAURANTS: Food	\$79.44
<i>ARBY'S 7533 - Total For Police Investigations</i>			<i>\$79.44</i>
<b>ARBY'S 7533 - ALL DEPARTMENTS</b>			<b>\$79.44</b>

## ARDURRA GROUP INC

ARDURRA GROUP INC	Metropolitan Planning Org	Westwinds Extension and Land U	\$1,206.71
<i>ARDURRA GROUP INC - Total For Metropolitan Planning Org</i>			<i>\$1,206.71</i>
<b>ARDURRA GROUP INC - ALL DEPARTMENTS</b>			<b>\$1,206.71</b>

## AT & T CORP

AT & T CORP	Community Development	Acct #287298906028	\$482.22
<i>AT &amp; T CORP - Total For Community Development</i>			<i>\$482.22</i>
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$687.42
<i>AT &amp; T CORP - Total For Fire-EMS Administration</i>			<i>\$687.42</i>
AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00

AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00
<i>AT &amp; T CORP - Total For Metro Animal Control</i>			<i>\$900.00</i>
AT & T CORP	Police Administration	Acct #287279602134	\$16,048.13
AT & T CORP	Police Administration	Acct #287279602134	\$15,770.40
<i>AT &amp; T CORP - Total For Police Administration</i>			<i>\$31,818.53</i>
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$150.77
<i>AT &amp; T CORP - Total For Public Safety Communications</i>			<i>\$150.77</i>
AT & T CORP	Sewer Wastewater Collection	Acct #287295228508 remote device data	\$160.16
<i>AT &amp; T CORP - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT &amp; T CORP - Total For Streets</i>			<i>\$200.20</i>
AT & T CORP	Water Distribution	Acct #287290345044	\$524.92
<i>AT &amp; T CORP - Total For Water Distribution</i>			<i>\$524.92</i>
AT & T CORP	Water Meters	Acct #287290345044	\$235.84
<i>AT &amp; T CORP - Total For Water Meters</i>			<i>\$235.84</i>
<b>AT &amp; T CORP - ALL DEPARTMENTS</b>			<b>\$35,160.06</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies for LANDFILL	\$692.02
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies for LANDFILL	\$161.00
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$150.68
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies FOR SCALEHOUSE	\$120.34
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,124.04</i>
ATLAS OFFICE PRODUCT	City Manager	Office Supplies printer paper	\$136.72
ATLAS OFFICE PRODUCT	City Manager	Office Supplies Toner Cartridges	\$361.90
ATLAS OFFICE PRODUCT	City Manager	Office Supplies	\$227.95
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			<i>\$726.57</i>
ATLAS OFFICE PRODUCT	Customer Service	BUSINESS CARD FILE	\$11.99
ATLAS OFFICE PRODUCT	Customer Service	Office Supplies	\$181.94
ATLAS OFFICE PRODUCT	Customer Service	COUNTERFT PEN DETECTORS	\$10.36
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$204.29</i>
ATLAS OFFICE PRODUCT	Engineering	PAPER AND MARKING PAINT	\$191.98
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$191.98</i>
ATLAS OFFICE PRODUCT	Finance	2 Pack Cartridge Tape - Gen Supplies	\$29.55
ATLAS OFFICE PRODUCT	Finance	2 pack Cartridge Tape - Gen Supplies	\$29.55

<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$59.10
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Admin office Supplies	\$3.12
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink cartridges for fire admin	\$66.49
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Return of office supplies - ink cartridge	(\$20.88)
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$48.73
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	Office supplies	\$59.10
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	Office supplies	\$548.25
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			\$607.35
ATLAS OFFICE PRODUCT	Health Insurance Fund	1 black toner	\$30.95
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			\$30.95
ATLAS OFFICE PRODUCT	Human Resources	1 case of paper	\$49.99
ATLAS OFFICE PRODUCT	Human Resources	1 black toner	\$30.95
ATLAS OFFICE PRODUCT	Human Resources	3pk Sugar Containers	\$8.99
ATLAS OFFICE PRODUCT	Human Resources	1 pk Name Badge Labels	\$30.05
ATLAS OFFICE PRODUCT	Human Resources	Office supplies	\$199.14
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$319.12
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$29.56
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			\$29.56
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$10.08
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$701.20
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$24.71
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$735.99
ATLAS OFFICE PRODUCT	Regional Water Operations	Check Mark Stamp & Packing Tape - Office S	\$28.96
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$28.96
ATLAS OFFICE PRODUCT	Risk Management	1 black toner	\$30.95
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			\$30.95
ATLAS OFFICE PRODUCT	Sewer Administration	Printer Cartridge & Wireless Mouse	\$52.54
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			\$52.54
ATLAS OFFICE PRODUCT	Water Administration	Printer Cartridge & Wireless Mouse	\$64.21
ATLAS OFFICE PRODUCT	Water Administration	Printer Cartridge & Wireless Mouse	\$144.84
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			\$209.05
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$4,399.18</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Fire-EMS Administration	Copier usage	\$41.90
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ATLAS REPRODUCTION - Total For Fire-EMS Administration	\$41.90
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ATLAS REPRODUCTION - ALL DEPARTMENTS	\$41.90
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## AUTOMATION & ELECTRO

AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	Cell 5 leachate controls	\$74,377.50
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AUTOMATION & ELECTRO - Total For Balefill - Disposal & Landfill	\$74,377.50
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AUTOMATION & ELECTRO - ALL DEPARTMENTS	\$74,377.50
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## BACKFLOW APPARATUS &

BACKFLOW APPARATUS &	Buildings & Structures Fund	Backflow Repair supplies - BAVCO	\$166.90
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BACKFLOW APPARATUS & - Total For Buildings & Structures Fund	\$166.90
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BACKFLOW APPARATUS & - ALL DEPARTMENTS	\$166.90
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## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	SUPPLIES FOR MAINT BLDG	\$44.53
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BAILEYS ACE HDWE - Total For Balefill - Baler Processing	\$44.53
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BAILEYS ACE HDWE	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$9.99
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BAILEYS ACE HDWE - Total For Balefill - Diversion & Special	\$9.99
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BAILEYS ACE HDWE	Buildings & Structures Fund	Roof repair supplies for Rec Center - Baileys	\$27.97
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BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Rec Center - Baileys Ace	\$9.99
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BAILEYS ACE HDWE	Buildings & Structures Fund	Repair Supplies for Rec Center - Baileys Ace	\$13.98
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BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena - Baile	\$14.99
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BAILEYS ACE HDWE	Buildings & Structures Fund	Return of plumbing repair supplies for Ice Ar	(\$14.99)
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BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Tools - Baileys Ace	\$10.99
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BAILEYS ACE HDWE	Buildings & Structures Fund	Door repair supplies for Service Center - Bail	\$5.99
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BAILEYS ACE HDWE - Total For Buildings & Structures Fund	\$68.92
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BAILEYS ACE HDWE	Cemetery	wasp spray	\$33.54
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BAILEYS ACE HDWE - Total For Cemetery	\$33.54
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BAILEYS ACE HDWE	Refuse - Residential	TRUCK BARN REPAIRS	\$68.53
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BAILEYS ACE HDWE	Refuse - Residential	TRUCK BARN CABINETS	\$41.69
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BAILEYS ACE HDWE - Total For Refuse - Residential	\$110.22
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BAILEYS ACE HDWE	Sewer Stormwater	stormwater vactor supplies	\$79.98
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BAILEYS ACE HDWE - Total For Sewer Stormwater	\$79.98
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BAILEYS ACE HDWE	Sewer Wastewater Collection sewer plug parts		\$43.10
BAILEYS ACE HDWE	Sewer Wastewater Collection shop supplies		\$66.58
BAILEYS ACE HDWE	Sewer Wastewater Collection sewer plug fittings		\$62.86
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$172.54</i>
BAILEYS ACE HDWE	Water Distribution	PIPE PEX- OTHER MATERIALS & SUPPLIES	\$5.59
<i>BAILEYS ACE HDWE - Total For Water Distribution</i>			<i>\$5.59</i>
BAILEYS ACE HDWE	Weed & Pest Fund	keys	\$8.37
<i>BAILEYS ACE HDWE - Total For Weed &amp; Pest Fund</i>			<i>\$8.37</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$533.68</b>

## BAKER, MEAGAN

BAKER, MEAGAN	Water Revenue and Transfer		\$44.78
<i>BAKER, MEAGAN - Total For Water Revenue and Transfers</i>			<i>\$44.78</i>
<b>BAKER, MEAGAN - ALL DEPARTMENTS</b>			<b>\$44.78</b>

## BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Disposal & Landfill	Wet mop head	\$53.64
<i>BARGREEN ELLINGSON - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$53.64</i>
<b>BARGREEN ELLINGSON - ALL DEPARTMENTS</b>			<b>\$53.64</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Buildings & Structures Fund	Repair supplies for FOD Concessions - Bargre	\$13.57
<i>BARGREEN WYOMING - Total For Buildings &amp; Structures Fund</i>			<i>\$13.57</i>
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$13.57</b>

## BARRON, JENNIFER

BARRON, JENNIFER	Water Revenue and Transfer		\$37.98
<i>BARRON, JENNIFER - Total For Water Revenue and Transfers</i>			<i>\$37.98</i>
<b>BARRON, JENNIFER - ALL DEPARTMENTS</b>			<b>\$37.98</b>

## BAUGHMAN, ROY

BAUGHMAN, ROY	Refuse Revenue and Transfer		\$42.28
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<i>BAUGHMAN, ROY - Total For Refuse Revenue and Transfers</i>	\$42.28
<b>BAUGHMAN, ROY - ALL DEPARTMENTS</b>	<b>\$42.28</b>

## BENSON, AUDREY

BENSON, AUDREY	Refuse Revenue and Transfer	\$16.92
<i>BENSON, AUDREY - Total For Refuse Revenue and Transfers</i>		\$16.92
<b>BENSON, AUDREY - ALL DEPARTMENTS</b>		<b>\$16.92</b>

## BERGSTROM, SHELBY

BERGSTROM, SHELBY	Water Revenue and Transfer	\$41.52
<i>BERGSTROM, SHELBY - Total For Water Revenue and Transfers</i>		\$41.52
<b>BERGSTROM, SHELBY - ALL DEPARTMENTS</b>		<b>\$41.52</b>

## BERTAGNOLE, STACEY

BERTAGNOLE, STACEY	Sewer Fund	\$39.47
<i>BERTAGNOLE, STACEY - Total For Sewer Fund</i>		\$39.47
<b>BERTAGNOLE, STACEY - ALL DEPARTMENTS</b>		<b>\$39.47</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$226.86
BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$40.94
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			\$267.80
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$517.67
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$29.00
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			\$546.67
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$29.00
<i>BLACK HILLS ENERGY - Total For Buildings &amp; Structures Fund</i>			\$29.00
BLACK HILLS ENERGY	Casper Business Center	Acct #4620 7426 21	\$208.40
<i>BLACK HILLS ENERGY - Total For Casper Business Center</i>			\$208.40
BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$34.96
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$34.96
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$20.00
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$20.00

BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$64.33
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$479.65
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$543.98</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$1,002.46
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$1,002.46</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$48.45
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$311.47
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$359.92</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$82.00
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$82.00</i>
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$193.04
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$193.04</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$49.98
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$49.98</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$107.32
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$107.32</i>
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	\$37.09
<i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i>			<i>\$37.09</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61 lift station natural gas	\$32.54
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$32.54</i>
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$286.42
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$286.42</i>
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$1,063.77
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$1,063.77</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$4,865.35</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$2,408.99
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$2,408.99</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$2,408.99</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Refuse - Recycling	REPLACE WALL PANEL AT MRP BLDG	\$125.76
<i>BLOEDORN LUMBER CO - Total For Refuse - Recycling</i>			<i>\$125.76</i>



BLOEDORN LUMBER CO	Streets	2 Bags Portland Cement	\$26.00
<i>BLOEDORN LUMBER CO - Total For Streets</i>			\$26.00
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$151.76</b>

## BLUESTEM CONSULTING

BLUESTEM CONSULTING	River Riparian & Upland Area	Vegetation and Soil Survey	\$1,500.00
<i>BLUESTEM CONSULTING - Total For River Riparian &amp; Upland Areas</i>			\$1,500.00
<b>BLUESTEM CONSULTING - ALL DEPARTMENTS</b>			<b>\$1,500.00</b>

## BORCO, LLC

BORCO, LLC	Water Revenue and Transfer		\$129.88
<i>BORCO, LLC - Total For Water Revenue and Transfers</i>			\$129.88
<b>BORCO, LLC - ALL DEPARTMENTS</b>			<b>\$129.88</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$20,344.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,697.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$18,029.20
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source - Chemicals	\$19,116.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,407.00
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,996.30
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			\$116,591.40
BRENNTAG PACIFIC, IN	WWTP Regional Interceptors	Ferrous Chloride	\$16,280.69
<i>BRENNTAG PACIFIC, IN - Total For WWTP Regional Interceptors</i>			\$16,280.69
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$132,872.09</b>

## BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$135.32
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$35.00
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$125.33
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$45.20
<i>BRIAN'S GO TO SERVIC - Total For Community Development</i>			\$340.85

<b>BRIAN'S GO TO SERVIC - ALL DEPARTMENTS</b>	<b>\$340.85</b>
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## BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO	City Clerk	CREDIT CARD FEES	\$15.16
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<i>BRIDGEPAY NETWORK SO - Total For City Clerk</i>			<i>\$15.16</i>
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BRIDGEPAY NETWORK SO	Community Development	CREDIT CARD FEES	\$15.18
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<i>BRIDGEPAY NETWORK SO - Total For Community Development</i>			<i>\$15.18</i>
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BRIDGEPAY NETWORK SO	Engineering	CREDIT CARD FEES	\$15.16
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<i>BRIDGEPAY NETWORK SO - Total For Engineering</i>			<i>\$15.16</i>
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<b>BRIDGEPAY NETWORK SO - ALL DEPARTMENTS</b>	<b>\$45.50</b>
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## BRINDLE CREEK LLC

BRINDLE CREEK LLC	River Riparian & Upland Area	Riparian vegetation plan/RFP/	\$8,500.00
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<i>BRINDLE CREEK LLC - Total For River Riparian &amp; Upland Areas</i>			<i>\$8,500.00</i>
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<b>BRINDLE CREEK LLC - ALL DEPARTMENTS</b>	<b>\$8,500.00</b>
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## BURBACKS

BURBACKS	Buildings & Structures Fund	Filters & Frieght	\$381.14
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<i>BURBACKS - Total For Buildings &amp; Structures Fund</i>			<i>\$381.14</i>
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BURBACKS	Golf - Operations	Walk-In Freezer & Reach-In Cooler Door Rep	\$574.43
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<i>BURBACKS - Total For Golf - Operations</i>			<i>\$574.43</i>
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<b>BURBACKS - ALL DEPARTMENTS</b>	<b>\$955.57</b>
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## C&J SAYLES INC

C&J SAYLES INC	General Fund Revenue	Jewelry for resale in gift shop	\$504.64
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<i>C&amp;J SAYLES INC - Total For General Fund Revenue</i>			<i>\$504.64</i>
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<b>C&amp;J SAYLES INC - ALL DEPARTMENTS</b>	<b>\$504.64</b>
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## CAMFIL USA INC.

CAMFIL USA INC.	WWTP Operations	Filters	\$782.74
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<i>CAMFIL USA INC. - Total For WWTP Operations</i>			<i>\$782.74</i>
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<b>CAMFIL USA INC. - ALL DEPARTMENTS</b>	<b>\$782.74</b>
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## CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier usage	\$61.80
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$61.80</i>
<b>CAPITAL BUSINESS SYS - ALL DEPARTMENTS</b>			<b>\$61.80</b>

## CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	Polymer-500-55 - Sole Source Memo - Chem	\$20,196.00
<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$20,196.00</i>
<b>CARUS CORPORATION - ALL DEPARTMENTS</b>			<b>\$20,196.00</b>

## CASPAR BUILDING SYST

CASPAR BUILDING SYST	Capital Projects Fund	City Hall Project SAFE Remodel	\$93,378.65
<i>CASPAR BUILDING SYST - Total For Capital Projects Fund</i>			<i>\$93,378.65</i>
<b>CASPAR BUILDING SYST - ALL DEPARTMENTS</b>			<b>\$93,378.65</b>

## CASPER DOWNTOWN DEVE

CASPER DOWNTOWN DEVE	Parks - Parks Maint.	Annual Contribution For Downtown Planters	\$2,000.00
<i>CASPER DOWNTOWN DEVE - Total For Parks - Parks Maint.</i>			<i>\$2,000.00</i>
<b>CASPER DOWNTOWN DEVE - ALL DEPARTMENTS</b>			<b>\$2,000.00</b>

## CASPER FORD LINCOLN

CASPER FORD LINCOLN	Regional Water Operations	Oil Change and Diagnostic Check on Mechani	\$254.83
<i>CASPER FORD LINCOLN - Total For Regional Water Operations</i>			<i>\$254.83</i>
<b>CASPER FORD LINCOLN - ALL DEPARTMENTS</b>			<b>\$254.83</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Baler Processing	Standard Advertisement For Bid -- Leachate	\$540.24
CASPER STAR-TRIBUNE,	Balefill - Baler Processing	Advertisement For Bids -- MSW Bags	\$537.36
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Baler Processing</i>			<i>\$1,077.60</i>

CASPER STAR-TRIBUNE,	Capital Projects Fund	Notice Of Final Payment To Contractor	\$147.56
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertisement For Bids	\$540.24
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$687.80</i>
CASPER STAR-TRIBUNE,	City Clerk	New Special Malt Beverage Permit	\$89.96
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$719.55
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$890.70
CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings - Emergency Meeting	\$131.16
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$719.55
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$2,550.92</i>
CASPER STAR-TRIBUNE,	Community Development	Public Meeting	\$88.60
CASPER STAR-TRIBUNE,	Community Development	Service By Publication Royal Associates	\$522.80
CASPER STAR-TRIBUNE,	Community Development	Regularly Scheduled Meeting	\$88.16
CASPER STAR-TRIBUNE,	Community Development	Public Hearing	\$108.76
CASPER STAR-TRIBUNE,	Community Development	Mills Boundary Adjustment	\$415.50
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$1,223.82</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Special Meeting	\$54.04
CASPER STAR-TRIBUNE,	Regional Water Operations	Notice Of Approved Budget	\$92.92
CASPER STAR-TRIBUNE,	Regional Water Operations	Regular Meeting	\$49.72
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$196.68</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$5,736.82</b>

## CASPER TIRE

CASPER TIRE	Balefill - Disposal & Landfill	Flat repair trk#141533 water truck	\$45.00
CASPER TIRE	Balefill - Disposal & Landfill	Flat repair TRK#2257 LANDFILL ROLLOFF 201	\$45.00
<i>CASPER TIRE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$90.00</i>
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLLOFF	\$45.00
CASPER TIRE	Refuse - Commercial	Flat repair & valve stemTRK#2305 COM ROL	\$55.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$100.00</i>
CASPER TIRE	Refuse - Residential	Semi Wheel Switch trk#2274 RESIDENT SL 20	\$280.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2298 SWEEPER 2019	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2313 RESIDENT SL 2023	\$45.00
CASPER TIRE	Refuse - Residential	FLAT REPAIR TRK#2289 RESIDENT SL 2018	\$45.00
CASPER TIRE	Refuse - Residential	Flat Repair/Semi Wheel SwitchTRK#2299 RE	\$325.00
CASPER TIRE	Refuse - Residential	FLAT REPAIR TRK#2299 RESIDENT SIDELOAD	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2264 LITTER PICK UP	\$45.00

CASPER TIRE	Refuse - Residential	Flat repair TRK#2264 LITTER PICK UP	\$40.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$860.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$1,050.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for FOD Concessions - Winne	\$156.22
CASPER WINNELSON CO	Buildings & Structures Fund	Washington Pool Repair Supplies - Winnelso	\$271.32
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena - Win	\$54.40
CASPER WINNELSON CO	Buildings & Structures Fund	Concessions repair supplies for FOD - Winnel	\$196.62
CASPER WINNELSON CO	Buildings & Structures Fund	HVAC Repair supplies at Service Center - Win	\$617.62
CASPER WINNELSON CO	Buildings & Structures Fund	Sewer Cleaning supplies for Metro Animal Sh	\$23.24
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Solar Panel - Wi	\$323.20
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,642.62</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,642.62</b>

## CASPER/NATRONA COUNT

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

## CASTILLO, RAFAEL

CASTILLO, RAFAEL	Water Revenue and Transfer		\$250.36
<i>CASTILLO, RAFAEL - Total For Water Revenue and Transfers</i>			<i>\$250.36</i>
<b>CASTILLO, RAFAEL - ALL DEPARTMENTS</b>			<b>\$250.36</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Regional Wholesale Water Revenue	\$1,229,827.85
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$1,229,827.85</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - July 2023	\$11,214.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$11,214.00</i>
<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>			<b>\$1,241,041.85</b>

## CENTRAL WYOMING FAIR

CENTRAL WYOMING FAIR	City Manager	Parade Float for Council	\$40.00
<i>CENTRAL WYOMING FAIR - Total For City Manager</i>			<i>\$40.00</i>
<b>CENTRAL WYOMING FAIR - ALL DEPARTMENTS</b>			<b>\$40.00</b>

## CENTURYLINK

CENTURYLINK	Casper Business Center	Acct #307-577-0851 168B	\$73.09
<i>CENTURYLINK - Total For Casper Business Center</i>			<i>\$73.09</i>
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$49.18
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$49.18</i>
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$251.69
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$251.69</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.50
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$155.50</i>
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$30.08
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$30.08</i>
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$400.71
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$400.71</i>
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,096.56
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,096.56</i>
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$379.48
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$379.48</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B lift station comms	\$82.49
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$82.49</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$97.70
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$97.70</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,336.11
CENTURYLINK	WWTP Regional Interceptors	Acct #307-472-1129 839B	\$45.74
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$1,381.85</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$13,998.33</b>

## CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Attorney Fees	\$2,000.00
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CHAPMAN VALDEZ & LAN - Total For City Manager			\$2,000.00
<b>CHAPMAN VALDEZ &amp; LAN - ALL DEPARTMENTS</b>			<b>\$2,000.00</b>
<b>CHEVRON 0379629</b>			
CHEVRON 0379629	Fire-EMS Training	Fuel for rental vehicle while traveling for a tr	\$23.18
CHEVRON 0379629 - Total For Fire-EMS Training			\$23.18
<b>CHEVRON 0379629 - ALL DEPARTMENTS</b>			<b>\$23.18</b>
<b>CHEWY.COM</b>			
CHEWY.COM	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES s	\$50.08
CHEWY.COM - Total For Metro Animal Shelter			\$50.08
<b>CHEWY.COM - ALL DEPARTMENTS</b>			<b>\$50.08</b>
<b>CHILI'S #6936</b>			
CHILI'S #6936	Police Investigations	EATING PLACES, RESTAURANTS; Food	\$59.18
CHILI'S #6936 - Total For Police Investigations			\$59.18
<b>CHILI'S #6936 - ALL DEPARTMENTS</b>			<b>\$59.18</b>
<b>CITIZEN PAYMENT</b>			
CITIZEN PAYMENT	General Fund Revenue	Return of funds on case not in Municipal Cou	\$260.00
CITIZEN PAYMENT - Total For General Fund Revenue			\$260.00
CITIZEN PAYMENT	Sewer Fund	Tap Fees Refund - paid with ck#1311	\$351.00
CITIZEN PAYMENT - Total For Sewer Fund			\$351.00
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$611.00</b>
<b>CITY OF CASPER</b>			
CITY OF CASPER	Balefill - Disposal & Landfill	CRC City Employee Use	\$165.00
CITY OF CASPER	Balefill - Disposal & Landfill	ALARM LICENSE FOR SW, TRUCK BARN, BALE	\$100.00
CITY OF CASPER - Total For Balefill - Disposal & Landfill			\$265.00
CITY OF CASPER	Buildings & Structures Fund	Pickup Landfill - Balefill Ticket #103117	\$20.00
CITY OF CASPER - Total For Buildings & Structures Fund			\$20.00
CITY OF CASPER	Fleet Maintenance Fund	Bulk Tires	\$368.30

CITY OF CASPER	Fleet Maintenance Fund	Bulk Tires & Roll Off Pull Fee	\$696.38
<i>CITY OF CASPER - Total For Fleet Maintenance Fund</i>			<i>\$1,064.68</i>
CITY OF CASPER	Hogadon - Operations	Public Garbage - Balefill Ticket #104838	\$20.00
CITY OF CASPER	Hogadon - Operations	Public Garbage - Balefill Ticket #103583	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$40.00</i>
CITY OF CASPER	Human Resources	Green Fees/Cart Fees/Lessons/Gift Certificat	\$3,454.00
<i>CITY OF CASPER - Total For Human Resources</i>			<i>\$3,454.00</i>
CITY OF CASPER	Ice Arena - Operations	Liquor License - Casper Ice Arena	\$754.96
<i>CITY OF CASPER - Total For Ice Arena - Operations</i>			<i>\$754.96</i>
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$7,553.34
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$7,553.34</i>
CITY OF CASPER	Parks - Parks Maint.	Roll Off Pull fee	\$265.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$265.00</i>
CITY OF CASPER	Public Transit - CARES Act	Fuel & Workorder Charges - June 2023	\$16,622.00
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$16,622.00</i>
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$3,667.08
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - June 2023	\$12,213.09
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$15,880.17</i>
CITY OF CASPER	Rec Center - Operations	Pickup Landfill - Balefill Ticket #102670	\$20.00
<i>CITY OF CASPER - Total For Rec Center - Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$678.70
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$7,940.35
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$8,506.58
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$7,135.70
CITY OF CASPER	Refuse - Residential	Monthly balefill pass billing for July 2023	\$81,320.00
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$746.35
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,850.18
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,469.23
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,944.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$7,232.15
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$6,543.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,679.40
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$7,007.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$7,191.25
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$6,887.78
CITY OF CASPER	Refuse - Residential		\$8,059.08



CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$660.55
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/newspaper & card	\$7,513.48
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,938.25
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboar	\$7,695.25
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$785.40
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$200,784.28</i>
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges - Split Account	\$89.00
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges - Split Account	\$31.78
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$120.78</i>
CITY OF CASPER	Water Distribution	Public Garbage - Balefill Ticket #103460	\$110.00
<i>CITY OF CASPER - Total For Water Distribution</i>			<i>\$110.00</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$102.85
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$153.45
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$94.60
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$145.75
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$194.15
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$59.40
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$130.90
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$881.10</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$247,835.31</b>

## CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Balefill - Disposal & Landfill	23-203 Landfill Seep Survey	\$455.25
CIVIL ENGINEERING PR	Balefill - Disposal & Landfill	2023 CRL Survey	\$4,050.00
<i>CIVIL ENGINEERING PR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4,505.25</i>
CIVIL ENGINEERING PR	Capital Projects Fund	Design & CA - Wolf Creek Rd Im	\$22,361.95
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$22,361.95</i>
CIVIL ENGINEERING PR	Sewer Wastewater Collection	GemsS028991-Poplar & 1st St In	\$7,125.00
<i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i>			<i>\$7,125.00</i>
<b>CIVIL ENGINEERING PR - ALL DEPARTMENTS</b>			<b>\$33,992.20</b>

## CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair TRK#2287 COMMERICAL R	\$2,029.59
<i>CMI TECO, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,029.59</i>

CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2307 COMMERCIAL F	\$1,930.39
CMI TECO, INC.	Refuse - Commercial	Skid Plate/Support/ShieldTRK#2288 COM FL	\$1,047.77
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2267 DELIVERY TRK 2	\$677.81
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2288 COMMERCIAL F	\$8,397.54
CMI TECO, INC.	Refuse - Commercial	Equipment repair COMMERCIAL ROLL OFF 2	\$336.68
CMI TECO, INC.	Refuse - Commercial	Socket Screw TRK#2288 COMMERCIAL FL 20	\$5.36
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$12,395.55</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair TRK#2314 RECYCLE COM H	\$150.70
CMI TECO, INC.	Refuse - Recycling	Equipment repair TRK#2247 RECYCLE TRK 20	\$2,667.02
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$2,817.72</i>
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2274 RESIDENT SL 20	\$3,719.08
CMI TECO, INC.	Refuse - Residential	Gate Hose FOR TRUCK BARN	\$311.00
CMI TECO, INC.	Refuse - Residential	Skid Plate/Support/ShieldTRK#2285 RESIDEN	\$1,047.77
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2286 RESIDENT SL 20	\$1,330.11
CMI TECO, INC.	Refuse - Residential	Equipment repair SERVICE RESIDENTAL SWE	\$405.32
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2275 RESIDENT SIDEL	\$19,417.95
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2286 RESIDENT SL 20	\$4,614.81
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2271 RESIDENT REAR	\$10,621.09
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2299 RESIDENT SL 20	\$8,432.91
CMI TECO, INC.	Refuse - Residential	Oil Filler Cap TRK#2299 RESIDENT SL 2020	\$28.13
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$49,928.17</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$67,171.03</b>

## COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery for scale house customers/st	\$74.75
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$74.75</i>
<b>COCA COLA BOTTLING C - ALL DEPARTMENTS</b>			<b>\$74.75</b>

## CODALE ELECTRIC-CASP

CODALE ELECTRIC-CASP	Balefill - Baler Processing	SWITCHES FOR BALER	\$765.30
<i>CODALE ELECTRIC-CASP - Total For Balefill - Baler Processing</i>			<i>\$765.30</i>
CODALE ELECTRIC-CASP	Regional Water Operations	Malleable Ericson Couplings - Well Supplies	\$125.50
CODALE ELECTRIC-CASP	Regional Water Operations	Fuse Grease - Pump & Lubricant Supplies	\$23.43
<i>CODALE ELECTRIC-CASP - Total For Regional Water Operations</i>			<i>\$148.93</i>

<b>CODALE ELECTRIC-CASP - ALL DEPARTMENTS</b>	<b>\$914.23</b>
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**CODALE ELECTRIC-S.L.**

CODALE ELECTRIC-S.L.	Regional Water Operations	Credit for Tax Charged on Original Invoice - L	(\$598.00)
CODALE ELECTRIC-S.L.	Regional Water Operations	Charge to Make up for Over Credit - Well Su	\$592.02
<i>CODALE ELECTRIC-S.L. - Total For Regional Water Operations</i>			<i>(\$5.98)</i>
<b>CODALE ELECTRIC-S.L. - ALL DEPARTMENTS</b>			<b>(\$5.98)</b>

**COLEY, MIKE**

COLEY, MIKE	Sewer Fund		\$1,111.32
<i>COLEY, MIKE - Total For Sewer Fund</i>			<i>\$1,111.32</i>
<b>COLEY, MIKE - ALL DEPARTMENTS</b>			<b>\$1,111.32</b>

**COLORADO GOLF & TURF**

COLORADO GOLF & TURF	Golf - Rental	Golf Rental	\$5,500.00
COLORADO GOLF & TURF	Golf - Rental	Golf Rental	\$5,500.00
<i>COLORADO GOLF &amp; TURF - Total For Golf - Rental</i>			<i>\$11,000.00</i>
<b>COLORADO GOLF &amp; TURF - ALL DEPARTMENTS</b>			<b>\$11,000.00</b>

**COMMUNICATION TECHNO**

COMMUNICATION TECHNO	Capital Projects Fund	Equipment for 5 SUVs	\$3,000.00
COMMUNICATION TECHNO	Capital Projects Fund	Comtech Inverters and Equipment Installatio	\$7,352.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$10,352.00</i>
COMMUNICATION TECHNO	Metro Animal Control	Replaced Multi Band Antenna For Cradlepoin	\$375.00
<i>COMMUNICATION TECHNO - Total For Metro Animal Control</i>			<i>\$375.00</i>
COMMUNICATION TECHNO	Police Administration	Add GPS Puck; Tested	\$55.00
COMMUNICATION TECHNO	Police Administration	Replaced Old Dock With New	\$110.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$165.00</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$10,892.00</b>

**COMMUNITY CATS PODCA**

COMMUNITY CATS PODCA	Metro Animal Control	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
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COMMUNITY CATS PODCA	Metro Animal Control	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
COMMUNITY CATS PODCA	Metro Animal Control	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
COMMUNITY CATS PODCA	Metro Animal Control	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
<i>COMMUNITY CATS PODCA - Total For Metro Animal Control</i>			<i>\$40.00</i>
COMMUNITY CATS PODCA	Metro Animal Shelter	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
COMMUNITY CATS PODCA	Metro Animal Shelter	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
COMMUNITY CATS PODCA	Metro Animal Shelter	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$10.00
<i>COMMUNITY CATS PODCA - Total For Metro Animal Shelter</i>			<i>\$30.00</i>
<b>COMMUNITY CATS PODCA - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## COMPOUNDING SPECIALI

COMPOUNDING SPECIALI	Metro Animal Shelter	DRUG STORES, PHARMACIES cat medicince	\$75.00
<i>COMPOUNDING SPECIALI - Total For Metro Animal Shelter</i>			<i>\$75.00</i>
<b>COMPOUNDING SPECIALI - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## CONSENSUS CLOUD SOLU

CONSENSUS CLOUD SOLU	Information Services	E-Fax-October 2022	\$179.90
CONSENSUS CLOUD SOLU	Information Services	E-Fax-September 2022	\$237.21
<i>CONSENSUS CLOUD SOLU - Total For Information Services</i>			<i>\$417.11</i>
<b>CONSENSUS CLOUD SOLU - ALL DEPARTMENTS</b>			<b>\$417.11</b>

## CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	WWTP Operations	Single STA Decoder & Solenoid	\$300.01
<i>CPS DISTRIBUTORS, IN - Total For WWTP Operations</i>			<i>\$300.01</i>
<b>CPS DISTRIBUTORS, IN - ALL DEPARTMENTS</b>			<b>\$300.01</b>

## CPU IIT

CPU IIT	Regional Water Operations	Sound Bar & 3 Computers - Technology Supp	\$4,454.00
<i>CPU IIT - Total For Regional Water Operations</i>			<i>\$4,454.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$4,454.00</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Regional Water Operations	Replacement Fuses - Well Supplies	\$92.82
<i>CRESCENT ELECTRIC SU - Total For Regional Water Operations</i>			<i>\$92.82</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$92.82</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	Basic Program & Web Tips - September 2023	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$122.00</i>
<b>CRIME SCENE INFORMAT - ALL DEPARTMENTS</b>			<b>\$122.00</b>

## CROCKETT, LEANNA

CROCKETT, LEANNA	Water Revenue and Transfer		\$21.48
<i>CROCKETT, LEANNA - Total For Water Revenue and Transfers</i>			<i>\$21.48</i>
<b>CROCKETT, LEANNA - ALL DEPARTMENTS</b>			<b>\$21.48</b>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	New building or building modif	\$172,197.00
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$172,197.00</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$172,197.00</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Hogadon - Crum	\$201.60
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Repair supplies for Rec Center - Crum	\$342.05
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$543.65</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Well Level Sensors - Well Supplies	\$221.49
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$221.49</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$765.14</b>

## CUSTOM FIBERGLASS

CUSTOM FIBERGLASS	Water Tanks	SUN III REPEATER BUILDING- BOOSTER/ LIFT	\$3,568.00
<i>CUSTOM FIBERGLASS - Total For Water Tanks</i>			<i>\$3,568.00</i>
<b>CUSTOM FIBERGLASS - ALL DEPARTMENTS</b>			<b>\$3,568.00</b>

## DANA KEPNER COMPANY

DANA KEPNER COMPANY	RWS - Booster Stations	PARTS FOR PIONEER PUMP REPLACEMENT-	\$448.26
DANA KEPNER COMPANY - Total For RWS - Booster Stations			\$448.26
DANA KEPNER COMPANY	Water Distribution	PVC- WATER & SEWER LINE MATERIALS	\$2,671.32
DANA KEPNER COMPANY	Water Distribution	BUFFALO BOX SERVICE PARTS- WATER & SE	\$1,029.25
DANA KEPNER COMPANY	Water Distribution	FORD CORP STOP- WATER & SEWER LINE M	\$197.55
DANA KEPNER COMPANY	Water Distribution	PVC SEWER PIPE- WATER & SEWER LINE MA	\$1,060.50
DANA KEPNER COMPANY	Water Distribution	COUPLING- WATER & SEWER LINE MATERIA	\$1,404.71
DANA KEPNER COMPANY - Total For Water Distribution			\$6,363.33
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$6,811.59

## DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Buildings & Structures Fund	Roof Flashings To Casper Station	\$610.00
DAVE LODEN CONSTRUCT - Total For Buildings & Structures Fund			\$610.00
DAVE LODEN CONSTRUCT - ALL DEPARTMENTS			\$610.00

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena - Davi	\$31.10
DAVIDSON MECHANICAL, - Total For Buildings & Structures Fund			\$31.10
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$31.10

## DAWSON INFRASTRUCTUR

DAWSON INFRASTRUCTUR	Sewer Wastewater Collection nozzles		\$2,650.26
DAWSON INFRASTRUCTUR - Total For Sewer Wastewater Collection			\$2,650.26
DAWSON INFRASTRUCTUR - ALL DEPARTMENTS			\$2,650.26

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Cemetery	irrigation supplies	\$381.40
DBC IRRIGATION SUPPL - Total For Cemetery			\$381.40
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$381.40

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	83236 Installation Labor (Flat Rate)	\$115.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$115.00</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$115.00</b>

## DELL MARKETING LP

DELL MARKETING LP	Human Resources	Adobe Pro License (approved for FY24 budge	\$27.41
<i>DELL MARKETING LP - Total For Human Resources</i>			<i>\$27.41</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$27.41</b>

## DELTA 0064265487

DELTA 0064265487	Fire-EMS Training	Checked bag fee for Christensen for travel to	\$30.00
DELTA 0064265487	Fire-EMS Training	Checked bags for Steinhoff while traveling fo	\$30.00
DELTA 0064265487	Fire-EMS Training	Check bag fee for Herron for travel to a train	\$30.00
<i>DELTA 0064265487 - Total For Fire-EMS Training</i>			<i>\$90.00</i>
<b>DELTA 0064265487 - ALL DEPARTMENTS</b>			<b>\$90.00</b>

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair Supplies for City Center - Denni	\$168.40
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair Supplies for City Center - Denni	\$363.73
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for The Nic - Dennis Su	\$35.39
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for City Center - Denni	\$69.08
DENNIS SUPPLY CO.	Buildings & Structures Fund	Repair supplies for Bandshell - Dennis Supply	\$8.67
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for the Nice - Dennis S	\$201.18
DENNIS SUPPLY CO.	Buildings & Structures Fund	Repair supplies for Rec Center - Dennis Suppl	\$237.36
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for City Center - Denni	\$1,145.64
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for City Center - Denni	\$195.85
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for City Center - Denni	\$48.20
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for the Nic - Dennis Su	\$21.03
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for City Center - Denni	\$382.46
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$2,876.99</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$2,876.99</b>

## DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Traffic Control	Qwikseal & Freight Charges	\$161.11
<i>DENVER INDUSTRIAL SA - Total For Traffic Control</i>			<i>\$161.11</i>
<b>DENVER INDUSTRIAL SA - ALL DEPARTMENTS</b>			<b>\$161.11</b>

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Concessions repair supplies for FOD - Diamo	\$36.38
DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Painting supplies	\$8.55
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$44.93</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$44.93</b>

## DICKEY, ALEXIA

DICKEY, ALEXIA	Water Revenue and Transfer		\$27.78
<i>DICKEY, ALEXIA - Total For Water Revenue and Transfers</i>			<i>\$27.78</i>
<b>DICKEY, ALEXIA - ALL DEPARTMENTS</b>			<b>\$27.78</b>

## DOMINO'S 6042

DOMINO'S 6042	Police Investigations	FAST FOOD RESTAURANTS; food for detectiv	\$68.18
<i>DOMINO'S 6042 - Total For Police Investigations</i>			<i>\$68.18</i>
<b>DOMINO'S 6042 - ALL DEPARTMENTS</b>			<b>\$68.18</b>

## DP SERVICE FEE UTILI

DP SERVICE FEE UTILI	Balefill - Diversion & Special	CREDIT CARD FEE FOR ALARM LICENSES	\$2.95
<i>DP SERVICE FEE UTILI - Total For Balefill - Diversion &amp; Special</i>			<i>\$2.95</i>
<b>DP SERVICE FEE UTILI - ALL DEPARTMENTS</b>			<b>\$2.95</b>

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Chemicals - Sole Sour	\$13,152.10
DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Sole Source Memo - C	\$12,953.95
DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Chemicals - Sole Sour	\$13,202.37
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$39,308.42</i>



DPC INDUSTRIES, INC. - ALL DEPARTMENTS	\$39,308.42
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## DRIVEPAYMENTS

DRIVEPAYMENTS	Community Development	Barb's Credit Card Machine	\$265.00
DRIVEPAYMENTS - Total For Community Development			\$265.00
DRIVEPAYMENTS - ALL DEPARTMENTS			\$265.00

## DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Human Resources	HR Access Cards	\$2,191.00
DYNAMIC CONTROLS INC - Total For Human Resources			\$2,191.00
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$2,191.00

## EB INC

EB INC	Balefill - Disposal & Landfill	LANDSCAPE AND HORTICULTURAL SERVICES	\$326.32
EB INC - Total For Balefill - Disposal & Landfill			\$326.32
EB INC - ALL DEPARTMENTS			\$326.32

## EB WYOMING SOLID WAS

EB WYOMING SOLID WAS	Balefill - Disposal & Landfill	SOLIDWASTE CONFERENCE IN EVANSTON TR	\$1,610.00
EB WYOMING SOLID WAS - Total For Balefill - Disposal & Landfill			\$1,610.00
EB WYOMING SOLID WAS - ALL DEPARTMENTS			\$1,610.00

## eBay O 24-10452-9094

eBay O 24-10452-9094	Fleet Maintenance Fund	Credit, steering arm	(\$68.25)
eBay O 24-10452-9094	Fleet Maintenance Fund	steering arm , cancelled	\$68.25
eBay O 24-10452-9094 - Total For Fleet Maintenance Fund			\$0.00
eBay O 24-10452-9094 - ALL DEPARTMENTS			\$0.00

## EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Medical Direction For Casper Fire Fighters	\$600.00
EMERGENCY MEDICAL PH - Total For Fire-EMS Administration			\$600.00

**EMERGENCY MEDICAL PH - ALL DEPARTMENTS**

\$600.00

**EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work boot reimbursement	\$78.75
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			\$78.75
EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diversion &amp; Special</i>			\$150.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment Reimbursement	\$665.59
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			\$665.59
EMPLOYEE REIMBURSEME	Police Career Services	Reimbursement - beverages/snacks for traini	\$101.49
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			\$101.49
EMPLOYEE REIMBURSEME	Police Investigations	Purchase of ratchet straps on personal card	\$20.98
<i>EMPLOYEE REIMBURSEME - Total For Police Investigations</i>			\$20.98
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work clothing reimbursement	\$76.51
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work clothing reimbursement	\$136.48
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			\$512.99
EMPLOYEE REIMBURSEME	Water Distribution	Work boot reimbursement	\$111.59
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$120.72
EMPLOYEE REIMBURSEME	Water Distribution	Work boot reimbursement	\$140.70
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$90.22
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Distribution Systms Level 2 Exam Reimburse	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			\$863.23
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$2,393.03</b>

**ENERGY LABORATORIES**

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

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	General Fund Revenue	Credit For Original Invoice #542250	(\$96.00)
<i>ENERGY LABRATORIES I - Total For General Fund Revenue</i>			<i>(\$96.00)</i>
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply - Testing	\$53.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests - Testing	\$339.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests - Testing	\$339.00
ENERGY LABRATORIES I	Regional Water Operations	Solids, Total Suspended Tests - Testing	\$53.00
ENERGY LABRATORIES I	Regional Water Operations	Purgeable Organics, SDWA - Testing	\$146.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests - Testing	\$226.00
ENERGY LABRATORIES I	Regional Water Operations	UV Absorbance & Carbon, Total Organic - Te	\$75.00
ENERGY LABRATORIES I	Regional Water Operations	Alkalinity to pH & Carbon, Total Organic - Te	\$108.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$1,339.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$495.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$561.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$495.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$429.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,980.00</i>
ENERGY LABRATORIES I	WWTP Operations	Metals by ICP/ICPMS & Total/Metals Prep by	\$53.00
<i>ENERGY LABRATORIES I - Total For WWTP Operations</i>			<i>\$53.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$3,276.00</b>

## ENVIRONMENTAL & CIVI

ENVIRONMENTAL & CIVI	Capital Projects Fund	CBC PD Remodel Geotech Study	\$5,157.76
<i>ENVIRONMENTAL &amp; CIVI - Total For Capital Projects Fund</i>			<i>\$5,157.76</i>
<b>ENVIRONMENTAL &amp; CIVI - ALL DEPARTMENTS</b>			<b>\$5,157.76</b>

## EPG COMPANIES INC

EPG COMPANIES INC	Balefill - Disposal & Landfill	LEACHATE PUMP MOTOR REPLACEMENT	\$3,801.79
EPG COMPANIES INC	Balefill - Disposal & Landfill	Vent Valve Kit FOR REPLACEMENT PUMP LE	\$272.63
<i>EPG COMPANIES INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4,074.42</i>
<b>EPG COMPANIES INC - ALL DEPARTMENTS</b>			<b>\$4,074.42</b>

## ERAC TOLL 775210618

ERAC TOLL 775210618	Police Career Services	TOLLS, ROAD AND BRIDGE FEES tolls backgro	\$23.10
ERAC TOLL 775210618	Police Career Services	TOLLS, ROAD AND BRIDGE FEES tolls backgro	\$9.35
<i>ERAC TOLL 775210618 - Total For Police Career Services</i>			<i>\$32.45</i>
<b>ERAC TOLL 775210618 - ALL DEPARTMENTS</b>			<b>\$32.45</b>

## EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing - Testing	\$200.00
EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing - Testing	\$200.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$400.00</i>
<b>EUROFINS EATON ANALY - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## EXPEDIA 726106787270

EXPEDIA 726106787270	Police Career Services	TRAVEL AGENCIES refund rooms double boo	(\$966.88)
EXPEDIA 726106787270	Police Career Services	TRAVEL AGENCIES refund rooms double boo	(\$966.88)
<i>EXPEDIA 726106787270 - Total For Police Career Services</i>			<i>(\$1,933.76)</i>
<b>EXPEDIA 726106787270 - ALL DEPARTMENTS</b>			<b>(\$1,933.76)</b>

## EXPRESS SERVICES INC

EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$1,103.52
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$935.20
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp Service	\$1,161.60
<i>EXPRESS SERVICES INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,200.32</i>
<b>EXPRESS SERVICES INC - ALL DEPARTMENTS</b>			<b>\$3,200.32</b>

## EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$51.83
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$68.41
<i>EXXON GOOD TO GO STO - Total For Fire-EMS Operations</i>			<i>\$120.24</i>
<b>EXXON GOOD TO GO STO - ALL DEPARTMENTS</b>			<b>\$120.24</b>

## FACEBK 446A5NPZA2

FACEBK 446A5NPZA2	Refuse - Residential	Facebook posts for Compost sale	\$237.54
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FACEBK 446A5NPZA2 - Total For Refuse - Residential	\$237.54
<b>FACEBK 446A5NPZA2 - ALL DEPARTMENTS</b>	<b>\$237.54</b>

## FACEBK GUF73S37Z2

FACEBK GUF73S37Z2	Ft. Caspar Museum	Facebook Advertising	\$8.00
FACEBK GUF73S37Z2 - Total For Ft. Caspar Museum			\$8.00
<b>FACEBK GUF73S37Z2 - ALL DEPARTMENTS</b>			<b>\$8.00</b>

## FACEBK ZFH9PRF6Z2

FACEBK ZFH9PRF6Z2	Ft. Caspar Museum	Facebook Advertising	\$8.00
FACEBK ZFH9PRF6Z2 - Total For Ft. Caspar Museum			\$8.00
<b>FACEBK ZFH9PRF6Z2 - ALL DEPARTMENTS</b>			<b>\$8.00</b>

## FANCHER, JENNIFER

FANCHER, JENNIFER	Refuse Revenue and Transfer		\$246.76
FANCHER, JENNIFER - Total For Refuse Revenue and Transfers			\$246.76
<b>FANCHER, JENNIFER - ALL DEPARTMENTS</b>			<b>\$246.76</b>

## FASTENAL COMPANY

FASTENAL COMPANY	Regional Water Operations	Parts for Morad 3 - Well Supplies	\$33.09
FASTENAL COMPANY - Total For Regional Water Operations			\$33.09
<b>FASTENAL COMPANY - ALL DEPARTMENTS</b>			<b>\$33.09</b>

## FEDEX781870164575

FEDEX781870164575	Fire-EMS Administration	Shipping Posi Chek back for annual calibratio	\$78.10
FEDEX781870164575 - Total For Fire-EMS Administration			\$78.10
<b>FEDEX781870164575 - ALL DEPARTMENTS</b>			<b>\$78.10</b>

## FEDEX782020875593

FEDEX782020875593	Water Administration	Overnight Shipping of Paperwork to Office of	\$34.79
FEDEX782020875593 - Total For Water Administration			\$34.79

**FERGUSON ENTERPRISES**

FERGUSON ENTERPRISES	Balefill - Disposal & Landfill	Third Ball Cone Check Valve	\$3,728.61
<i>FERGUSON ENTERPRISES - Total For Balefill - Disposal &amp; Landfill</i>			\$3,728.61
FERGUSON ENTERPRISES	Regional Water Operations	6 Dex Dble. BFV & 1/8 FLG Set- Morad 3 Wel	\$3,990.22
FERGUSON ENTERPRISES	Regional Water Operations	5 Band Clamps - Well Field Pump Mat. - Well	\$50.00
FERGUSON ENTERPRISES	Regional Water Operations	Parts for Sand Pumps - Machinery Supplies	\$27.18
FERGUSON ENTERPRISES	Regional Water Operations	Well Field Pump Materials - Well Supplies	\$40.04
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$4,107.44
FERGUSON ENTERPRISES	Sewer Wastewater Collection	sewer plug	\$175.00
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			\$175.00
FERGUSON ENTERPRISES	Streets	2" water valve box riser for 12th St.	\$36.00
<i>FERGUSON ENTERPRISES - Total For Streets</i>			\$36.00
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$8,047.05</b>

**FIRST INTERSTATE BAN**

FIRST INTERSTATE BAN	Aquatics - Operations	Duplicate Deposit Tickets	\$17.19
<i>FIRST INTERSTATE BAN - Total For Aquatics - Operations</i>			\$17.19
FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment Fees 6/16/23 to 7/15/23	\$729.58
FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Tamper resistant deposit bags for scale hous	\$40.50
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal &amp; Landfill</i>			\$770.08
FIRST INTERSTATE BAN	Capital Projects Fund	Investment Fees 6/16/23 to 7/15/23	\$1,546.81
<i>FIRST INTERSTATE BAN - Total For Capital Projects Fund</i>			\$1,546.81
FIRST INTERSTATE BAN	Community Development	Duplicate Deposit Tickets	\$11.46
<i>FIRST INTERSTATE BAN - Total For Community Development</i>			\$11.46
FIRST INTERSTATE BAN	Customer Service	Duplicate Deposit Tickets	\$80.66
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			\$80.66
FIRST INTERSTATE BAN	Ft. Caspar Museum	Duplicate Deposit Tickets	\$22.92
<i>FIRST INTERSTATE BAN - Total For Ft. Caspar Museum</i>			\$22.92
FIRST INTERSTATE BAN	General Fund Revenue	Investment Fees 6/16/23 to 7/15/23	\$5,546.39
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$5,546.39
FIRST INTERSTATE BAN	Golf - Operations	Duplicate Deposit Tickets	\$22.92
<i>FIRST INTERSTATE BAN - Total For Golf - Operations</i>			\$22.92

FIRST INTERSTATE BAN	Health Insurance Fund	Investment Fees 6/16/23 to 7/15/23	\$263.50
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$263.50
FIRST INTERSTATE BAN	Ice Arena - Operations	Duplicate Deposit Tickets	\$22.92
<i>FIRST INTERSTATE BAN - Total For Ice Arena - Operations</i>			\$22.92
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment Fees 6/16/23 to 7/15/23	\$436.04
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			\$436.04
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment Fees 6/16/23 to 7/15/23	\$67.96
FIRST INTERSTATE BAN	Metro Animal Shelter	Duplicate Deposit Tickets	\$11.46
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$79.42
FIRST INTERSTATE BAN	Municipal Court	Municipal Court Manual Check Order	\$239.00
FIRST INTERSTATE BAN	Municipal Court	Duplicate Deposit Tickets	\$11.46
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			\$250.46
FIRST INTERSTATE BAN	Opportunities Fund	Investment Fees 6/16/23 to 7/15/23	\$562.97
<i>FIRST INTERSTATE BAN - Total For Opportunities Fund</i>			\$562.97
FIRST INTERSTATE BAN	Parking Fund	Investment Fees 6/16/23 to 7/15/23	\$10.12
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			\$10.12
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment Fees 6/16/23 to 7/15/23	\$2,437.18
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			\$2,437.18
FIRST INTERSTATE BAN	Police Administration	Duplicate Deposit Tickets	\$22.92
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			\$22.92
FIRST INTERSTATE BAN	Public Transit - Operations	Duplicate Deposit Tickets	\$40.11
<i>FIRST INTERSTATE BAN - Total For Public Transit - Operations</i>			\$40.11
FIRST INTERSTATE BAN	Rec Center - Admin	Duplicate Deposit Tickets	\$34.38
<i>FIRST INTERSTATE BAN - Total For Rec Center - Admin</i>			\$34.38
FIRST INTERSTATE BAN	Refuse - Residential	Duplicate Deposit Tickets	\$11.46
FIRST INTERSTATE BAN	Refuse - Residential	Investment Fees 6/16/23 to 7/15/23	\$353.52
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			\$364.98
FIRST INTERSTATE BAN	Revolving Land Fund	Investment Fees 6/16/23 to 7/15/23	\$15.38
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			\$15.38
FIRST INTERSTATE BAN	River Fund	Investment Fees 6/16/23 to 7/15/23	\$67.64
<i>FIRST INTERSTATE BAN - Total For River Fund</i>			\$67.64
FIRST INTERSTATE BAN	Sewer Administration	Investment Fees 6/16/23 to 7/15/23	\$670.24
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			\$670.24
FIRST INTERSTATE BAN	Water Administration	Investment Fees 6/16/23 to 7/15/23	\$1,738.78
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			\$1,738.78
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment Fees 6/16/23 to 7/15/23	\$91.68

<i>FIRST INTERSTATE BAN - Total For Weed &amp; Pest Fund</i>			\$91.68
FIRST INTERSTATE BAN	WWTP Operations	Investment Fees 6/16/23 to 7/15/23	\$995.46
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			\$995.46
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$16,122.61</b>

## FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$1,646.00
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$1,646.00
<b>FIRST VETERINARY SUP - ALL DEPARTMENTS</b>			<b>\$1,646.00</b>

## FIVE TRAILS ROTARY C

FIVE TRAILS ROTARY C	City Clerk	Dues - 7/1/23 to 12/31/23	\$350.00
<i>FIVE TRAILS ROTARY C - Total For City Clerk</i>			\$350.00
<b>FIVE TRAILS ROTARY C - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## FLACK WAREHOUSE LLC

FLACK WAREHOUSE LLC	Capital Projects Fund	Right Of Way Easement - Resolution 23-147	\$1,400.00
<i>FLACK WAREHOUSE LLC - Total For Capital Projects Fund</i>			\$1,400.00
<b>FLACK WAREHOUSE LLC - ALL DEPARTMENTS</b>			<b>\$1,400.00</b>

## FORZA FORENSICS LLC

FORZA FORENSICS LLC	Police Career Services	Basic Crime Scene Investigation Training	\$1,785.00
<i>FORZA FORENSICS LLC - Total For Police Career Services</i>			\$1,785.00
<b>FORZA FORENSICS LLC - ALL DEPARTMENTS</b>			<b>\$1,785.00</b>

## FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - CARES Act	Additional Licenses	\$40.00
<i>FOXSTER OPCO, LLC - Total For Public Transit - CARES Act</i>			\$40.00
<b>FOXSTER OPCO, LLC - ALL DEPARTMENTS</b>			<b>\$40.00</b>

## FSP CGFOA



FSP CGFOA	Finance	CGFOA Membership for Jill Johnson	\$70.00
<i>FSP CGFOA - Total For Finance</i>			<i>\$70.00</i>
<b>FSP CGFOA - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## GALLS, INC.

GALLS, INC.	Metro Animal Control	Rebar Multi Tool	\$244.84
<i>GALLS, INC. - Total For Metro Animal Control</i>			<i>\$244.84</i>
GALLS, INC.	Police Career Services	Uniform supplies	\$70.25
GALLS, INC.	Police Career Services	Uniform supplies	\$501.55
GALLS, INC.	Police Career Services	Uniform supplies	\$214.95
GALLS, INC.	Police Career Services	Uniform supplies	\$833.47
GALLS, INC.	Police Career Services	Uniform supplies	\$72.00
GALLS, INC.	Police Career Services	Uniform supplies	\$81.00
GALLS, INC.	Police Career Services	Uniform supplies	\$130.46
GALLS, INC.	Police Career Services	Uniform supplies	\$130.46
GALLS, INC.	Police Career Services	Uniform supplies	\$143.30
GALLS, INC.	Police Career Services	Uniform supplies	\$117.00
GALLS, INC.	Police Career Services	Uniform supplies	\$323.10
GALLS, INC.	Police Career Services	Uniform supplies	\$143.30
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$2,760.84</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$3,005.68</b>

## GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	CRL Annual Monitoring & report	\$13,708.93
GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$1,066.26
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$14,775.19</i>
<b>GEOSYNTEC CONSULTANT - ALL DEPARTMENTS</b>			<b>\$14,775.19</b>

## GIH GLOBALINDUSTRIAL

GIH GLOBALINDUSTRIAL	Regional Water Operations	Water Camera for Wells - Small Tools & Sup	\$917.99
<i>GIH GLOBALINDUSTRIAL - Total For Regional Water Operations</i>			<i>\$917.99</i>
<b>GIH GLOBALINDUSTRIAL - ALL DEPARTMENTS</b>			<b>\$917.99</b>

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Loss Funds - August 2023	\$74,166.67
GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center			\$74,166.67
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$74,166.67

## GOBLE SAMPSON ASSOC.

GOBLE SAMPSON ASSOC.	Regional Water Operations	Pump & Head - Watson Marlow Pumps Actifl	\$4,053.00
GOBLE SAMPSON ASSOC. - Total For Regional Water Operations			\$4,053.00
GOBLE SAMPSON ASSOC. - ALL DEPARTMENTS			\$4,053.00

## GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	USGA Sand & Delivery	\$2,012.68
GOLF & SPORT SOLUTIO - Total For Golf - Operations			\$2,012.68
GOLF & SPORT SOLUTIO - ALL DEPARTMENTS			\$2,012.68

## GOOD TO GO STORES

GOOD TO GO STORES	Fire-EMS Operations	Fuel	\$65.09
GOOD TO GO STORES - Total For Fire-EMS Operations			\$65.09
GOOD TO GO STORES - ALL DEPARTMENTS			\$65.09

## GRAHAM, SAMANTHA

GRAHAM, SAMANTHA	Sewer Fund		\$97.02
GRAHAM, SAMANTHA - Total For Sewer Fund			\$97.02
GRAHAM, SAMANTHA - ALL DEPARTMENTS			\$97.02

## GRAINGER, INC.

GRAINGER, INC.	Balefill - Disposal & Landfill	Parts To Repair Lift Station-electrical parts/m	\$203.31
GRAINGER, INC. - Total For Balefill - Disposal & Landfill			\$203.31
GRAINGER, INC.	Refuse - Recycling	Shop Vacuum/Spray Gun for cleaning Equip	\$548.18
GRAINGER, INC.	Refuse - Recycling	BROOMS FOR CLEANING T-STAT TO REPLACE	\$244.78
GRAINGER, INC. - Total For Refuse - Recycling			\$792.96

GRAINGER, INC.	Refuse - Residential	OIL EATER SOAP FOR TRUCK BARN/COMB BL	\$808.45
<i>GRAINGER, INC. - Total For Refuse - Residential</i>			<i>\$808.45</i>
GRAINGER, INC.	Regional Water Operations	Electrical Insulated Gloves PPE - Safety Suppl	\$70.43
GRAINGER, INC.	Regional Water Operations	Eye/Face Wash Dust Caps - Safety Supplies	\$36.70
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$107.13</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$1,911.85</b>

## GRANITE PEAK PUMP

GRANITE PEAK PUMP	Capital Projects Fund	50 HP Submersible Turbine w/6" Motor Ada	\$7,669.52
GRANITE PEAK PUMP	Capital Projects Fund	Franklin Submersible Motor	\$10,154.00
<i>GRANITE PEAK PUMP - Total For Capital Projects Fund</i>			<i>\$17,823.52</i>
<b>GRANITE PEAK PUMP - ALL DEPARTMENTS</b>			<b>\$17,823.52</b>

## GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	6 doughnuts for Celebration with Carter	\$8.06
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$8.06</i>
<b>GREAT HARVEST BREAD - ALL DEPARTMENTS</b>			<b>\$8.06</b>

## GREENS SEWER AND DRA

GREENS SEWER AND DRA	Fire-EMS Operations	Plumbing services at Fire station 5	\$141.00
<i>GREENS SEWER AND DRA - Total For Fire-EMS Operations</i>			<i>\$141.00</i>
<b>GREENS SEWER AND DRA - ALL DEPARTMENTS</b>			<b>\$141.00</b>

## GREINER MOTOR CO - C

GREINER MOTOR CO - C	Property Insurance Fund	Vehicles and wheeled equipment	\$49,862.00
<i>GREINER MOTOR CO - C - Total For Property Insurance Fund</i>			<i>\$49,862.00</i>
<b>GREINER MOTOR CO - C - ALL DEPARTMENTS</b>			<b>\$49,862.00</b>

## GRIMSHAW CONSTRUCTIO

GRIMSHAW CONSTRUCTIO	Water Revenue and Transfer		\$25.00
<i>GRIMSHAW CONSTRUCTIO - Total For Water Revenue and Transfers</i>			<i>\$25.00</i>

<b>GRIMSHAW CONSTRUCTIO - ALL DEPARTMENTS</b>	<b>\$25.00</b>
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## GSG ARCHITECTURE

GSG ARCHITECTURE	Balefill - Disposal & Landfill	Scale House Renovation and Enc	\$4,764.00
<i>GSG ARCHITECTURE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4,764.00</i>
GSG ARCHITECTURE	Capital Projects Fund	Design and CA of CFAC Natatori	\$5,271.50
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$5,271.50</i>
<b>GSG ARCHITECTURE - ALL DEPARTMENTS</b>			<b>\$10,035.50</b>

## GUNNERS METERS

GUNNERS METERS	Water Meters	3/4 COUPLINGS W/ GASKETS- METER REPAI	\$582.00
GUNNERS METERS	Water Meters	ROTORS, TURBINE CHAMBERS- METER REPAI	\$4,318.00
<i>GUNNERS METERS - Total For Water Meters</i>			<i>\$4,900.00</i>
<b>GUNNERS METERS - ALL DEPARTMENTS</b>			<b>\$4,900.00</b>

## HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lamp Replacement Assembly - Lab Supply	\$774.10
HACH CO., CORP.	Regional Water Operations	Ammonia Salicylate & Cyanurate RGT - Lab S	\$359.17
HACH CO., CORP.	Regional Water Operations	Handrail, CPVC & Adapter - Lab Supplies	\$1,146.00
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$2,279.27</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$2,279.27</b>

## HAMPTON INNS

HAMPTON INNS	Police Investigations	HAMPTON INNS HOTELS; 23-027899 Elhart'	\$103.39
HAMPTON INNS	Police Investigations	HAMPTON INNS HOTELS; 23-027899 Fetter'	\$103.39
<i>HAMPTON INNS - Total For Police Investigations</i>			<i>\$206.78</i>
<b>HAMPTON INNS - ALL DEPARTMENTS</b>			<b>\$206.78</b>

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$9.98
<i>HARBOR FREIGHT TOOLS - Total For Buildings &amp; Structures Fund</i>			<i>\$9.98</i>
HARBOR FREIGHT TOOLS	Regional Water Operations	Creeper - Small Tools & Supplies	\$89.99

<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			\$89.99
HARBOR FREIGHT TOOLS	Water Distribution	DRILL BIT SET 660266- SMALL TOOLS	\$19.99
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$19.99
HARBOR FREIGHT TOOLS	Weed & Pest Fund	Flux Welder	\$201.97
<i>HARBOR FREIGHT TOOLS - Total For Weed &amp; Pest Fund</i>			\$201.97
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			<b>\$321.93</b>

## HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Lighting repair supplies for Fire Station 2 - CY	\$39.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	Custodial Supplies for CBC	\$40.37
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Rec Center - CY Ace	\$21.13
<i>HARDWARE PARTNERS LL - Total For Buildings &amp; Structures Fund</i>			\$101.48
HARDWARE PARTNERS LL	Fire-EMS Operations	Ratchet Straps and Bag	\$135.96
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			\$135.96
HARDWARE PARTNERS LL	Parks - Special Areas	trimmers	\$147.96
<i>HARDWARE PARTNERS LL - Total For Parks - Special Areas</i>			\$147.96
HARDWARE PARTNERS LL	Regional Water Operations	Fiberglass Handle - Small Tools & Supplies	\$41.99
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			\$41.99
HARDWARE PARTNERS LL	Weed & Pest Fund	sweeper brush	\$354.99
HARDWARE PARTNERS LL	Weed & Pest Fund	files for sharpening blades	\$52.47
<i>HARDWARE PARTNERS LL - Total For Weed &amp; Pest Fund</i>			\$407.46
<b>HARDWARE PARTNERS LL - ALL DEPARTMENTS</b>			<b>\$834.85</b>

## HARLOW, CHRISTY

HARLOW, CHRISTY	Water Revenue and Transfer		\$46.87
<i>HARLOW, CHRISTY - Total For Water Revenue and Transfers</i>			\$46.87
<b>HARLOW, CHRISTY - ALL DEPARTMENTS</b>			<b>\$46.87</b>

## HD SUPPLY FACILITIES

HD SUPPLY FACILITIES	Buildings & Structures Fund	Custodial Supplies for Ash St Bldg - HD Suppl	\$3.58
HD SUPPLY FACILITIES	Buildings & Structures Fund	Custodial Supplies for CBC - HD Supply	\$26.92
HD SUPPLY FACILITIES	Buildings & Structures Fund	CBC Custodial and BAS Shop Supplies	\$109.96
HD SUPPLY FACILITIES	Buildings & Structures Fund	CBC Custodial and BAS Shop Supplies	\$13.29

HD SUPPLY FACILITIES	Buildings & Structures Fund	Custodial Supplies for CBC - HD Supply	\$94.45
<i>HD SUPPLY FACILITIES - Total For Buildings &amp; Structures Fund</i>			<i>\$248.20</i>
<b>HD SUPPLY FACILITIES - ALL DEPARTMENTS</b>			<b>\$248.20</b>

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water Administration	Water Rights Supply and Studie	\$4,883.75
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			<i>\$4,883.75</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$4,883.75</b>

## HEARN, JOE

HEARN, JOE	Water Revenue and Transfer		\$141.08
<i>HEARN, JOE - Total For Water Revenue and Transfers</i>			<i>\$141.08</i>
<b>HEARN, JOE - ALL DEPARTMENTS</b>			<b>\$141.08</b>

## HENSLEY BATTERY CASP

HENSLEY BATTERY CASP	WWTP Regional Interceptors	Batteries	\$94.38
<i>HENSLEY BATTERY CASP - Total For WWTP Regional Interceptors</i>			<i>\$94.38</i>
<b>HENSLEY BATTERY CASP - ALL DEPARTMENTS</b>			<b>\$94.38</b>

## HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	HVAC Repair supplies for Rec Center - Hercul	\$111.88
<i>HERCULES INDUSTRIES - Total For Buildings &amp; Structures Fund</i>			<i>\$111.88</i>
<b>HERCULES INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$111.88</b>

## HERTZ #0103002

HERTZ #0103002	Fire-EMS Training	Credit for rental car due to card issue	(\$535.12)
<i>HERTZ #0103002 - Total For Fire-EMS Training</i>			<i>(\$535.12)</i>
<b>HERTZ #0103002 - ALL DEPARTMENTS</b>			<b>(\$535.12)</b>

## HERTZ #0217003

HERTZ #0217003	Fire-EMS Training	Rental car fee while traveling for a training	\$464.36
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HERTZ #0217003 - Total For Fire-EMS Training	\$464.36
<b>HERTZ #0217003 - ALL DEPARTMENTS</b>	<b>\$464.36</b>

## HICO LLC

HICO LLC	WWTP Operations	Air Discharge Piping - cut/roll/weld (2) cylind	\$5,390.00
<i>HICO LLC - Total For WWTP Operations</i>			<i>\$5,390.00</i>
<b>HICO LLC - ALL DEPARTMENTS</b>			<b>\$5,390.00</b>

## HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - Operations	DRY CLEANERS	\$41.00
<i>HILLTOP LAUNDROMAT - Total For Public Transit - Operations</i>			<i>\$41.00</i>
<b>HILLTOP LAUNDROMAT - ALL DEPARTMENTS</b>			<b>\$41.00</b>

## HOMAX OIL SALES INC

HOMAX OIL SALES INC	Water Distribution	GREASE OTHER MATERIALS & SUPPLIES	\$39.42
<i>HOMAX OIL SALES INC - Total For Water Distribution</i>			<i>\$39.42</i>
<b>HOMAX OIL SALES INC - ALL DEPARTMENTS</b>			<b>\$39.42</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue Def/ELC Fully Formulated 50/50/Megap	\$2,408.84
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,408.84</i>
HOMAX OIL SALES, INC	Balefill - Diversion & Special	Megaplex & Blue DEF FOR COMPOST	\$1,035.65
<i>HOMAX OIL SALES, INC - Total For Balefill - Diversion &amp; Special</i>			<i>\$1,035.65</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	600 gallons Blue DEF	\$1,212.00
HOMAX OIL SALES, INC	Fleet Maintenance Fund	7999 gallons Diesel Fuel #2 & Ecoclean Powe	\$29,872.55
HOMAX OIL SALES, INC	Fleet Maintenance Fund	8401 gallons Unleaded Fuel	\$28,016.74
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$59,101.29</i>
HOMAX OIL SALES, INC	Golf - Operations	Midgrade Gasoline & Clear Diesel Fuel	\$3,578.00
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$3,578.00</i>
HOMAX OIL SALES, INC	Regional Water Operations	Gas in 2 Pick Ups & Explorer - Gas/Fuel	\$212.59
HOMAX OIL SALES, INC	Regional Water Operations	Gas for a Mechanic Truck - Gas/Fuel	\$88.55
<i>HOMAX OIL SALES, INC - Total For Regional Water Operations</i>			<i>\$301.14</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$6,584.91

HOMAX OIL SALES, INC	Water Distribution	Fuel	\$758.20
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$7,343.11</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$73,768.03</b>

## HOMEDEPOT.COM

HOMEDEPOT.COM	Hogadon - Operations	Shop office floor paint	\$290.00
<i>HOMEDEPOT.COM - Total For Hogadon - Operations</i>			<i>\$290.00</i>
HOMEDEPOT.COM	Regional Water Operations	Gate Openers - Other Materials & Supplies	\$197.45
<i>HOMEDEPOT.COM - Total For Regional Water Operations</i>			<i>\$197.45</i>
<b>HOMEDEPOT.COM - ALL DEPARTMENTS</b>			<b>\$487.45</b>

## HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Buildings & Structures Fund	Repair supplies for CBC - Hose and Rubber	\$36.79
<i>HOSE AND RUBBER SUPP - Total For Buildings &amp; Structures Fund</i>			<i>\$36.79</i>
HOSE AND RUBBER SUPP	Refuse - Commercial	HOSE FOR POWER WASHER AT THE TRUCK B	\$33.45
<i>HOSE AND RUBBER SUPP - Total For Refuse - Commercial</i>			<i>\$33.45</i>
HOSE AND RUBBER SUPP	Water Meters	HOSE & RUBBER SUPPLY- OTHER MATERIALS	\$97.68
<i>HOSE AND RUBBER SUPP - Total For Water Meters</i>			<i>\$97.68</i>
HOSE AND RUBBER SUPP	WWTP Operations	Hoses	\$506.48
HOSE AND RUBBER SUPP	WWTP Operations	Gaskets	\$16.44
<i>HOSE AND RUBBER SUPP - Total For WWTP Operations</i>			<i>\$522.92</i>
<b>HOSE AND RUBBER SUPP - ALL DEPARTMENTS</b>			<b>\$690.84</b>

## HOTELSCOM72609893645

HOTELSCOM72609893645	City Manager	ICMA CONFERENCE HOTEL	\$1,141.24
<i>HOTELSCOM72609893645 - Total For City Manager</i>			<i>\$1,141.24</i>
<b>HOTELSCOM72609893645 - ALL DEPARTMENTS</b>			<b>\$1,141.24</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Diversion & Special	NEW HOOK FOR LIFTING CHAIN	\$431.66
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Diversion &amp; Special</i>			<i>\$431.66</i>
HOWARD SUPPLY COMPAN	WWTP Operations	Wire Rope Sling Assemblies & Ratchet Straps	\$319.70
<i>HOWARD SUPPLY COMPAN - Total For WWTP Operations</i>			<i>\$319.70</i>



<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>	<b>\$751.36</b>
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## HOWARD, CHERYL

HOWARD, CHERYL	Refuse Revenue and Transfer		\$82.17
<i>HOWARD, CHERYL - Total For Refuse Revenue and Transfers</i>			<i>\$82.17</i>
<b>HOWARD, CHERYL - ALL DEPARTMENTS</b>			<b>\$82.17</b>

## HUDSON ST 1476

HUDSON ST 1476	Health Insurance Fund	Hudson Store - Tea	\$4.40
<i>HUDSON ST 1476 - Total For Health Insurance Fund</i>			<i>\$4.40</i>
<b>HUDSON ST 1476 - ALL DEPARTMENTS</b>			<b>\$4.40</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Service Remotely - Professional Services	\$375.00
HYDRO OPTIMIZATION &	Regional Water Operations	340 PLC & 140CRA - Other Materials & Supp	\$3,100.00
<i>HYDRO OPTIMIZATION &amp; - Total For Regional Water Operations</i>			<i>\$3,475.00</i>
<b>HYDRO OPTIMIZATION &amp; - ALL DEPARTMENTS</b>			<b>\$3,475.00</b>

## IDEAMAN INC/ AMERICA

IDEAMAN INC/ AMERICA	General Fund Revenue	Souvenirs for resale in museum store	\$440.38
<i>IDEAMAN INC/ AMERICA - Total For General Fund Revenue</i>			<i>\$440.38</i>
<b>IDEAMAN INC/ AMERICA - ALL DEPARTMENTS</b>			<b>\$440.38</b>

## IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Lock supplies for BAS shop - IMLSS	\$576.00
IMLSS UTAH	Buildings & Structures Fund	Lock supplies for Golf Course - IMLSS	\$119.76
<i>IMLSS UTAH - Total For Buildings &amp; Structures Fund</i>			<i>\$695.76</i>
<b>IMLSS UTAH - ALL DEPARTMENTS</b>			<b>\$695.76</b>

## INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Testing of street construction & compaction	\$1,792.10
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INBERG-MILLER ENGINE - Total For Water Distribution			\$1,792.10
<b>INBERG-MILLER ENGINE - ALL DEPARTMENTS</b>			<b>\$1,792.10</b>
<b>INTERMOUNTAIN MOTOR</b>			
INTERMOUNTAIN MOTOR	Refuse - Commercial	WELDER REPAIR FOR THE GARAGE	\$439.00
INTERMOUNTAIN MOTOR - Total For Refuse - Commercial			\$439.00
INTERMOUNTAIN MOTOR	WWTP Operations	Motor Labor, Bearing & Machine Work Blow	\$1,519.44
INTERMOUNTAIN MOTOR - Total For WWTP Operations			\$1,519.44
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$1,958.44</b>
<b>INTERSTATE ALL BATTE</b>			
INTERSTATE ALL BATTE	Regional Water Operations	Batteries for Gear Jammer - Vehicle Supplies	\$295.90
INTERSTATE ALL BATTE - Total For Regional Water Operations			\$295.90
<b>INTERSTATE ALL BATTE - ALL DEPARTMENTS</b>			<b>\$295.90</b>
<b>INT'L CODE COUNCIL I</b>			
INT'L CODE COUNCIL I	Fire-EMS Prevent & Inspect	Study Guide	\$79.00
INT'L CODE COUNCIL I - Total For Fire-EMS Prevent & Inspect			\$79.00
<b>INT'L CODE COUNCIL I - ALL DEPARTMENTS</b>			<b>\$79.00</b>
<b>INTUIT, INC.</b>			
INTUIT, INC.	Balefill - Baler Processing	SHIIPING FOR VALVES FOR BALER	\$500.00
INTUIT, INC. - Total For Balefill - Baler Processing			\$500.00
INTUIT, INC.	Balefill - Disposal & Landfill	Data Cables for Network at Baler Lounge	\$395.00
INTUIT, INC. - Total For Balefill - Disposal & Landfill			\$395.00
INTUIT, INC.	Capital Projects Fund	Window tinting on Prevention Apparatus	\$300.00
INTUIT, INC. - Total For Capital Projects Fund			\$300.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exams	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00

INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
INTUIT, INC.	Direct Distribution - Fire	New Recruit Psych Exam	\$400.00
<i>INTUIT, INC. - Total For Direct Distribution - Fire</i>			<i>\$4,000.00</i>
INTUIT, INC.	Engineering	Extend Ethernet for Offices	\$330.00
<i>INTUIT, INC. - Total For Engineering</i>			<i>\$330.00</i>
INTUIT, INC.	Parks - Parks Maint.	Flowers for planters	\$445.49
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$445.49</i>
INTUIT, INC.	Regional Water Operations	Camera Mounting Round 2 - Placing Adjustm	\$430.00
INTUIT, INC.	Regional Water Operations	Installation of Camera at Raw Water (Materi	\$1,185.00
<i>INTUIT, INC. - Total For Regional Water Operations</i>			<i>\$1,615.00</i>
INTUIT, INC.	Risk Management	claim number 202400016	\$700.00
INTUIT, INC.	Risk Management	Arena Shielding - Claim # 202400008 - Caspe	\$239.02
INTUIT, INC.	Risk Management	Arena Shielding - Claim 202400008 - Casper I	\$496.94
<i>INTUIT, INC. - Total For Risk Management</i>			<i>\$1,435.96</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$9,021.45</b>

## ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	WWTP Operations	Centrifuge Spare Parts - time & material	\$1,366.30
<i>ITC ELECTRICAL TECHN - Total For WWTP Operations</i>			<i>\$1,366.30</i>
ITC ELECTRICAL TECHN	WWTP Regional Interceptors	Add remote sites to radio system	\$1,942.20
<i>ITC ELECTRICAL TECHN - Total For WWTP Regional Interceptors</i>			<i>\$1,942.20</i>
<b>ITC ELECTRICAL TECHN - ALL DEPARTMENTS</b>			<b>\$3,308.50</b>

## ITRON

ITRON	Water Meters	Tech Support	\$600.00
<i>ITRON - Total For Water Meters</i>			<i>\$600.00</i>
<b>ITRON - ALL DEPARTMENTS</b>			<b>\$600.00</b>

## J.J. KELLER & ASSOCI

J.J. KELLER & ASSOCI	Balefill - Disposal & Landfill	Theory CDL B TRAINING FOR MICHAEL DOVE	\$250.00
<i>J.J. KELLER &amp; ASSOCI - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$250.00</i>

J.J. KELLER & ASSOCI - ALL DEPARTMENTS	\$250.00
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## JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	111119 Full Service On FD Engine #2	\$505.84
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JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund			\$505.84
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JACK'S TRUCK & EQUIP - ALL DEPARTMENTS	\$505.84
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## JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	Engineering Services with Jaco	\$4,691.20
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JACOBS ENGINEERING G	WWTP Operations	Engineering Services with Jaco	\$960.00
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JACOBS ENGINEERING G - Total For WWTP Operations			\$5,651.20
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JACOBS ENGINEERING G - ALL DEPARTMENTS	\$5,651.20
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## JAYNE, TAMRA

JAYNE, TAMRA	Refuse Revenue and Transfer		\$86.55
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JAYNE, TAMRA - Total For Refuse Revenue and Transfers			\$86.55
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JAYNE, TAMRA - ALL DEPARTMENTS	\$86.55
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## JERSEY MIKES

JERSEY MIKES	Community Development	FAST FOOD RESTAURANTS	\$87.60
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JERSEY MIKES - Total For Community Development			\$87.60
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JERSEY MIKES - ALL DEPARTMENTS	\$87.60
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## JIMMY JOHNS -

JIMMY JOHNS -	Police Investigations	FAST FOOD RESTAURANTS food for Ev Tech	\$145.39
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JIMMY JOHNS - - Total For Police Investigations			\$145.39
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JIMMY JOHNS - - ALL DEPARTMENTS	\$145.39
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## JONAS SOFTWARE USA

JONAS SOFTWARE USA	Golf - Operations	Maintenance Fee	\$349.00
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JONAS SOFTWARE USA - Total For Golf - Operations			\$349.00
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**JONAS SOFTWARE USA - ALL DEPARTMENTS**

\$349.00

**JRW & ASSOCIATES**

JRW & ASSOCIATES	Sewer Fund		\$11.81
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<i>JRW &amp; ASSOCIATES - Total For Sewer Fund</i>			<i>\$11.81</i>
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<b>JRW &amp; ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$11.81</b>
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**KANELOS, DEMETRIOS**

KANELOS, DEMETRIOS	Refuse Revenue and Transfer		\$77.00
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<i>KANELOS, DEMETRIOS - Total For Refuse Revenue and Transfers</i>			<i>\$77.00</i>
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<b>KANELOS, DEMETRIOS - ALL DEPARTMENTS</b>			<b>\$77.00</b>
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**KINSCO LLC**

KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$69.00
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KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$229.00
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<i>KINSCO LLC - Total For Direct Distribution - Fire</i>			<i>\$298.00</i>
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$467.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$358.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$329.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$150.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$314.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$250.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$205.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$580.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$30.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$226.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$343.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$273.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$195.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$72.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$380.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$25.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$192.00
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KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$90.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$97.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$95.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$245.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$215.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$430.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$132.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$250.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$45.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$45.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$305.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$125.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$110.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$190.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$337.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$65.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$217.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$45.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$654.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$627.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$297.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$122.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$515.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$445.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$375.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$265.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$40.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$417.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$30.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$45.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$165.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$290.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$185.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$155.00

KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$97.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$165.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$115.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$225.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$160.00
<i>KINSCO LLC - Total For Fire-EMS Operations</i>			<i>\$12,931.00</i>
<b>KINSCO LLC - ALL DEPARTMENTS</b>			<b>\$13,229.00</b>

## KLJ SOLUTIONS HOLDIN

KLJ SOLUTIONS HOLDIN	Metropolitan Planning Org	Contract Withholding: 23300062	\$1,996.02
<i>KLJ SOLUTIONS HOLDIN - Total For Metropolitan Planning Org</i>			<i>\$1,996.02</i>
<b>KLJ SOLUTIONS HOLDIN - ALL DEPARTMENTS</b>			<b>\$1,996.02</b>

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$38,524.50
KNIFE RIVER/JTL	Streets	Crushed Base	\$716.16
KNIFE RIVER/JTL	Streets	Crushed Base	\$1,461.44
KNIFE RIVER/JTL	Streets	3/4" Plant Mix	\$34,508.25
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,960.52
KNIFE RIVER/JTL	Streets	City Mix 2 & Fuel Surcharge	\$193.25
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$6,780.90
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$569.48
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$557.52
KNIFE RIVER/JTL	Streets	Crushed Base	\$240.96
KNIFE RIVER/JTL	Streets	Crushed Base	\$240.16
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$869.40
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$12,920.25
KNIFE RIVER/JTL	Streets	Crushed Base	\$241.60
KNIFE RIVER/JTL	Streets	City Mix 2 & Fuel Surcharge	\$274.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,030.40
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,039.60
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$564.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$588.80
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$103,282.95</i>

KNIFE RIVER/JTL	Water Distribution	City Mix 2 & Fuel Surcharge	\$356.50
KNIFE RIVER/JTL	Water Distribution	City Mix 2 & Fuel Surcharge	\$274.88
<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			<i>\$631.38</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$103,914.33</b>

## KNIFE, CARL

KNIFE, CARL	Water Revenue and Transfer		\$262.57
<i>KNIFE, CARL - Total For Water Revenue and Transfers</i>			<i>\$262.57</i>
<b>KNIFE, CARL - ALL DEPARTMENTS</b>			<b>\$262.57</b>

## KNUCKLE DRAGGER TACT

KNUCKLE DRAGGER TACT	Police Career Services	Close Qrtr Battle & Combat/Tactical Firearm	\$960.00
<i>KNUCKLE DRAGGER TACT - Total For Police Career Services</i>			<i>\$960.00</i>
<b>KNUCKLE DRAGGER TACT - ALL DEPARTMENTS</b>			<b>\$960.00</b>

## KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag	\$8,300.00
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$8,300.00</i>
<b>KUBWATER RESOURCES, - ALL DEPARTMENTS</b>			<b>\$8,300.00</b>

## LEELING, CHRISTI

LEELING, CHRISTI	Water Revenue and Transfer		\$25.92
<i>LEELING, CHRISTI - Total For Water Revenue and Transfers</i>			<i>\$25.92</i>
<b>LEELING, CHRISTI - ALL DEPARTMENTS</b>			<b>\$25.92</b>

## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial / Cleaning Service	\$420.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$420.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$420.00</b>

## LITTLE CAESARS



LITTLE CAESARS	Police Investigations	FAST FOOD RESTAURANTS; Food of Investiga	\$25.17
<i>LITTLE CAESARS - Total For Police Investigations</i>			<i>\$25.17</i>
<b>LITTLE CAESARS - ALL DEPARTMENTS</b>			<b>\$25.17</b>

## LOFTIN, BRAD

LOFTIN, BRAD	Water Revenue and Transfer		\$24.83
<i>LOFTIN, BRAD - Total For Water Revenue and Transfers</i>			<i>\$24.83</i>
<b>LOFTIN, BRAD - ALL DEPARTMENTS</b>			<b>\$24.83</b>

## LOGHRY, FRED

LOGHRY, FRED	Refuse Revenue and Transfer		\$71.67
<i>LOGHRY, FRED - Total For Refuse Revenue and Transfers</i>			<i>\$71.67</i>
<b>LOGHRY, FRED - ALL DEPARTMENTS</b>			<b>\$71.67</b>

## LOGISTICS365 INC

LOGISTICS365 INC	Capital Projects Fund	2023 Polaris Ranger Crew 1000 Northstar Tr	\$42,556.87
<i>LOGISTICS365 INC - Total For Capital Projects Fund</i>			<i>\$42,556.87</i>
<b>LOGISTICS365 INC - ALL DEPARTMENTS</b>			<b>\$42,556.87</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Metro Animal Shelter	Air Conditioning / Cooling System Repair	\$273.00
<i>LONG BUILDING TECHNO - Total For Metro Animal Shelter</i>			<i>\$273.00</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$273.00</b>

## MAGNET FORENSICS USA

MAGNET FORENSICS USA	Police Administration	SMS Magnet AXIOM & DVR Examiner-9/01/2	\$10,225.00
<i>MAGNET FORENSICS USA - Total For Police Administration</i>			<i>\$10,225.00</i>
<b>MAGNET FORENSICS USA - ALL DEPARTMENTS</b>			<b>\$10,225.00</b>

## MARTINI, COURTNEY

MARTINI, COURTNEY	Refuse Revenue and Transfer		\$85.00
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<i>MARTINI, COURTNEY - Total For Refuse Revenue and Transfers</i>			\$85.00
MARTINI, COURTNEY	Water Revenue and Transfer		\$92.75
<i>MARTINI, COURTNEY - Total For Water Revenue and Transfers</i>			\$92.75
<b>MARTINI, COURTNEY - ALL DEPARTMENTS</b>			<b>\$177.75</b>

## MASIERO, LINDY

MASIERO, LINDY	Refuse Revenue and Transfer		\$78.29
<i>MASIERO, LINDY - Total For Refuse Revenue and Transfers</i>			\$78.29
<b>MASIERO, LINDY - ALL DEPARTMENTS</b>			<b>\$78.29</b>

## MAVERIK #442

MAVERIK #442	Police Investigations	AUTOMATED FUEL DISPENSERS; Fuel	\$33.19
<i>MAVERIK #442 - Total For Police Investigations</i>			\$33.19
<b>MAVERIK #442 - ALL DEPARTMENTS</b>			<b>\$33.19</b>

## MCDANIEL, JACKIE

MCDANIEL, JACKIE	Refuse Revenue and Transfer		\$9.95
<i>MCDANIEL, JACKIE - Total For Refuse Revenue and Transfers</i>			\$9.95
<b>MCDANIEL, JACKIE - ALL DEPARTMENTS</b>			<b>\$9.95</b>

## MCDONALD'S F32975

MCDONALD'S F32975	Police Investigations	FAST FOOD RESTAURANTS; Mcdonalds food	\$9.85
<i>MCDONALD'S F32975 - Total For Police Investigations</i>			\$9.85
<b>MCDONALD'S F32975 - ALL DEPARTMENTS</b>			<b>\$9.85</b>

## MELGAARD CONSTRUCTIO

MELGAARD CONSTRUCTIO	Balefill - Disposal & Landfill	Cell 5 Construction (Earthwork	\$255,199.60
<i>MELGAARD CONSTRUCTIO - Total For Balefill - Disposal &amp; Landfill</i>			\$255,199.60
<b>MELGAARD CONSTRUCTIO - ALL DEPARTMENTS</b>			<b>\$255,199.60</b>

## MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Property Insurance Fund	FIT Testing - Fire Department	\$720.00
<i>MEMORIAL HOSPITAL - Total For Property Insurance Fund</i>			<i>\$720.00</i>
MEMORIAL HOSPITAL	Public Transit - Operations	DOT Physical	\$116.00
<i>MEMORIAL HOSPITAL - Total For Public Transit - Operations</i>			<i>\$116.00</i>
<b>MEMORIAL HOSPITAL - ALL DEPARTMENTS</b>			<b>\$836.00</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES/ TOOLS /ORGANIZ	\$99.84
<i>MENARDS CASPER WY - Total For Balefill - Diversion &amp; Special</i>			<i>\$99.84</i>
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Aquatics Center - Menard	\$21.35
MENARDS CASPER WY	Buildings & Structures Fund	Supplies to winterize outdoor pools - Menar	\$78.96
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for solar wall at Aquatics Cen	\$65.34
MENARDS CASPER WY	Buildings & Structures Fund	Pool shutdown supplies - Menards	\$118.66
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$284.31</i>
MENARDS CASPER WY	Customer Service	Door lock	\$83.99
MENARDS CASPER WY	Customer Service	HOME SUPPLY WAREHOUSE STORES	(\$83.99)
<i>MENARDS CASPER WY - Total For Customer Service</i>			<i>\$0.00</i>
MENARDS CASPER WY	Fire-EMS Operations	Carpet Cleaner	\$28.87
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$28.87</i>
MENARDS CASPER WY	Parks - Parks Maint.	NCC Supplies,Safety,Office	\$51.34
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$51.34</i>
MENARDS CASPER WY	Regional Water Operations	Final Charge to Make up Tax Credit Mess - O	\$21.60
MENARDS CASPER WY	Regional Water Operations	Parts & Conduit for Camera Project - Other	\$243.93
MENARDS CASPER WY	Regional Water Operations	Credit for Tax Charged on Original Transactio	(\$33.22)
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$232.31</i>
MENARDS CASPER WY	Sewer Wastewater Collection	safety supplies	\$27.98
MENARDS CASPER WY	Sewer Wastewater Collection	return/refund due to tax on prior transactio	(\$12.14)
MENARDS CASPER WY	Sewer Wastewater Collection	return/refund due to tax on prior transactio	(\$12.14)
MENARDS CASPER WY	Sewer Wastewater Collection	safety supplies--tax will be credited on subse	\$27.28
<i>MENARDS CASPER WY - Total For Sewer Wastewater Collection</i>			<i>\$30.98</i>
MENARDS CASPER WY	Water Distribution	SERVICE BOX PARTS, CLEANING GLOVES, PPE	\$213.24
MENARDS CASPER WY	Water Distribution	TOOLS-660274-660270- SMALL TOOLS	\$19.95
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$233.19</i>
MENARDS CASPER WY	Water Tanks	WEED KILLER- BOOSTER/LIFT STATION SUPP	\$479.97
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$479.97</i>

MENARDS CASPER WY	Weed & Pest Fund	supplies	\$107.52
MENARDS CASPER WY	Weed & Pest Fund	NCC Supplies,Safety,Office	\$271.86
<i>MENARDS CASPER WY - Total For Weed &amp; Pest Fund</i>			<i>\$379.38</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$1,820.19</b>

## MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	Toro 1" Conv PC Dual Noz 31-34	\$1,155.29
MIDLAND IMPLEMENT, I	Golf - Operations	Toro 1.5" Nozzle & Freight Charges	\$270.27
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$1,425.56</i>
<b>MIDLAND IMPLEMENT, I - ALL DEPARTMENTS</b>			<b>\$1,425.56</b>

## MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$308.49
MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$287.22
MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$429.14
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			<i>\$1,024.85</i>
<b>MIDLAND SCIENTIFIC - ALL DEPARTMENTS</b>			<b>\$1,024.85</b>

## MILLER, SHANE

MILLER, SHANE	Water Revenue and Transfer		\$32.88
<i>MILLER, SHANE - Total For Water Revenue and Transfers</i>			<i>\$32.88</i>
<b>MILLER, SHANE - ALL DEPARTMENTS</b>			<b>\$32.88</b>

## MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Water Distribution	1,500 TONS OF FILL SAND- WATER & SEWER	\$6,337.92
MOBILE CONCRETE, INC	Water Distribution	City of Casper 40 & Fuel Surcharge	\$576.00
<i>MOBILE CONCRETE, INC - Total For Water Distribution</i>			<i>\$6,913.92</i>
<b>MOBILE CONCRETE, INC - ALL DEPARTMENTS</b>			<b>\$6,913.92</b>

## Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service - August 2023	\$225.00
Monson	Buildings & Structures Fund	Monthly Janitorial Service - August 2023	\$5,979.22

<i>Monson - Total For Buildings &amp; Structures Fund</i>			\$6,204.22
<b>Monson - ALL DEPARTMENTS</b>			<b>\$6,204.22</b>
<b>MOTION AND FLOW CONT</b>			
MOTION AND FLOW CONT	Balefill - Baler Processing	Gauges for baler	\$183.39
MOTION AND FLOW CONT	Balefill - Baler Processing	Gauge for hydraulic tank	\$48.80
MOTION AND FLOW CONT	Balefill - Baler Processing	Portable hotsy wand	\$229.61
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$461.80</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$461.80</b>
<b>MOTOROLA SOLUTIONS</b>			
MOTOROLA SOLUTIONS	Police Career Services	Tip Summit Service Subscription-9/12/23 to	\$2,268.00
<i>MOTOROLA SOLUTIONS - Total For Police Career Services</i>			<i>\$2,268.00</i>
MOTOROLA SOLUTIONS	Public Safety Communication	Network Monitoring/Systm Pkg/Microwave	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$9,457.67</i>
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$11,725.67</b>
<b>MOUNTAIN ALARM FIRE</b>			
MOUNTAIN ALARM FIRE	Balefill - Diversion & Special	Fire Alarm -YEARLY INSPECTION	\$3,351.25
MOUNTAIN ALARM FIRE	Balefill - Diversion & Special	Original invoice #3723125	( \$2,851.25)
<i>MOUNTAIN ALARM FIRE - Total For Balefill - Diversion &amp; Special</i>			<i>\$500.00</i>
MOUNTAIN ALARM FIRE	Metro Animal Shelter	Service Labor & Fuel Surcharge	\$216.25
<i>MOUNTAIN ALARM FIRE - Total For Metro Animal Shelter</i>			<i>\$216.25</i>
<b>MOUNTAIN ALARM FIRE - ALL DEPARTMENTS</b>			<b>\$716.25</b>
<b>MOUNTAIN STATES</b>			
MOUNTAIN STATES	Balefill - Disposal & Landfill	balefill tickets for scale house	\$1,509.34
<i>MOUNTAIN STATES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,509.34</i>
MOUNTAIN STATES	Community Development	Printing Service - envelopes	\$277.20
MOUNTAIN STATES	Community Development	Printing Service - building permit	\$101.51
<i>MOUNTAIN STATES - Total For Community Development</i>			<i>\$378.71</i>
MOUNTAIN STATES	Ft. Caspar Museum	Printing Service - brochures	\$891.33
<i>MOUNTAIN STATES - Total For Ft. Caspar Museum</i>			<i>\$891.33</i>

MOUNTAIN STATES	Municipal Court	Printing Service - Non-DUI Appearance Bond	\$229.51
MOUNTAIN STATES	Municipal Court	Printing Service - 2 part custody release recei	\$289.08
MOUNTAIN STATES	Municipal Court	Printing Service - 2 part bond receipt	\$216.37
MOUNTAIN STATES	Municipal Court	Printing Service - 2 part appearance bond	\$301.96
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$1,036.92</i>
MOUNTAIN STATES	Police Administration	Printing Service - business cards	\$415.43
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$415.43</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$4,231.73</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Water Meters	NOTIFICATION CARDS- POSTAGE & PRINTIN	\$167.21
<i>MOUNTAIN STATES LITH - Total For Water Meters</i>			<i>\$167.21</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$167.21</b>

## MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Capital Projects Fund	CnWave Equipment, Cambium, Mount & Lab	\$1,076.00
<i>MOUNTAIN WEST TECHNO - Total For Capital Projects Fund</i>			<i>\$1,076.00</i>
<b>MOUNTAIN WEST TECHNO - ALL DEPARTMENTS</b>			<b>\$1,076.00</b>

## MPI WAREHOUSE SPECIA

MPI WAREHOUSE SPECIA	WWTP Operations	AS-8210G056-110/50 VAC 1-1/2" Brs N/C 2-	\$642.16
<i>MPI WAREHOUSE SPECIA - Total For WWTP Operations</i>			<i>\$642.16</i>
<b>MPI WAREHOUSE SPECIA - ALL DEPARTMENTS</b>			<b>\$642.16</b>

## MUNICIPAL TREATMENT

MUNICIPAL TREATMENT	Regional Water Operations	Poly Pump Hoses - Machinery Supplies	\$603.85
<i>MUNICIPAL TREATMENT - Total For Regional Water Operations</i>			<i>\$603.85</i>
<b>MUNICIPAL TREATMENT - ALL DEPARTMENTS</b>			<b>\$603.85</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	REPLACEMENT PUMP FOR LDF PICK UP	\$588.97
<i>MURDOCH'S RANCH&amp;HOME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$588.97</i>

MURDOCH'S RANCH&HOM	Cemetery	shop supplies	\$69.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Cemetery</i>			<i>\$69.98</i>
MURDOCH'S RANCH&HOM	Refuse - Recycling	RECYCLE PRESENTATION SUPPLIES	\$75.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Refuse - Recycling</i>			<i>\$75.98</i>
MURDOCH'S RANCH&HOM	Sewer Wastewater Collection	uniform pants	\$107.96
<i>MURDOCH'S RANCH&amp;HOME - Total For Sewer Wastewater Collection</i>			<i>\$107.96</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$842.89</b>

## MURRAY, GLENNICE

MURRAY, GLENNICE	Water Revenue and Transfer		\$23.75
<i>MURRAY, GLENNICE - Total For Water Revenue and Transfers</i>			<i>\$23.75</i>
<b>MURRAY, GLENNICE - ALL DEPARTMENTS</b>			<b>\$23.75</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Refuse - Residential	AIR CHUCK TRUCK BARN	\$69.05
<i>NAPA AUTO PARTS CORP - Total For Refuse - Residential</i>			<i>\$69.05</i>
NAPA AUTO PARTS CORP	Regional Water Operations	Oil & Oil Filters for Pick Up Oil Changes - Vehi	\$73.74
NAPA AUTO PARTS CORP	Regional Water Operations	Oil Filter Wrench, Oil Drain Plug, and Metric	\$46.89
NAPA AUTO PARTS CORP	Regional Water Operations	Brass Drift Punch Tool - Small Tools & Suppli	\$54.99
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$175.62</i>
NAPA AUTO PARTS CORP	Sewer Wastewater Collection	wet well wizard repair part	\$19.79
<i>NAPA AUTO PARTS CORP - Total For Sewer Wastewater Collection</i>			<i>\$19.79</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$264.46</b>

## NATIONAL EMERGENCY T

NATIONAL EMERGENCY T	Community Development	Food Voucher for Justine's FEMA Training	\$242.08
<i>NATIONAL EMERGENCY T - Total For Community Development</i>			<i>\$242.08</i>
<b>NATIONAL EMERGENCY T - ALL DEPARTMENTS</b>			<b>\$242.08</b>

## NATIONAL TESTING NET

NATIONAL TESTING NET	Fire-EMS Administration	Annual NTN Membership - 7/18/23 to 7/18/	\$750.00
<i>NATIONAL TESTING NET - Total For Fire-EMS Administration</i>			<i>\$750.00</i>

**NATIONAL TESTING NET - ALL DEPARTMENTS**

\$750.00

**NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC	Casper Business Center	123 West 1st Street - Business Center Taxes	\$57,536.48
<i>NATRONA COUNTY OFFIC - Total For Casper Business Center</i>			<i>\$57,536.48</i>
NATRONA COUNTY OFFIC	General Fund Revenue	123 West 1st Street - Business Center Taxes	\$27,829.21
<i>NATRONA COUNTY OFFIC - Total For General Fund Revenue</i>			<i>\$27,829.21</i>
NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - June 2023	\$204,230.04
NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - May 2023	\$211,154.55
NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - April 2023 Credit	(\$3,100.59)
NATRONA COUNTY OFFIC	Police Administration	Contract Juvenile Detention - July 2023	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$419,784.00</i>
NATRONA COUNTY OFFIC	Police Grants Fund	Equitable Sharing Check For DCI #2023-0560	\$66.90
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$66.90</i>
NATRONA COUNTY OFFIC	Redevelopment Loan Fund	Tax Payment On 2118 S Jefferson Street	\$226.83
<i>NATRONA COUNTY OFFIC - Total For Redevelopment Loan Fund</i>			<i>\$226.83</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$505,443.42</b>

**NIELSEN WELDING LLC**

NIELSEN WELDING LLC	Buildings & Structures Fund	Weld repairs on climbing wall	\$200.00
<i>NIELSEN WELDING LLC - Total For Buildings &amp; Structures Fund</i>			<i>\$200.00</i>
<b>NIELSEN WELDING LLC - ALL DEPARTMENTS</b>			<b>\$200.00</b>

**NORCO, INC.**

NORCO, INC.	Balefill - Baler Processing	NEW GROUND CABLE FOR WELDER	\$203.15
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$203.15</i>
NORCO, INC.	Buildings & Structures Fund	Brush Roller Replacement & Cover	\$100.54
NORCO, INC.	Buildings & Structures Fund	HVAC Repair supplies for the Nic - Norco	\$21.74
NORCO, INC.	Buildings & Structures Fund	Repair supplies for CBC - Norco	\$118.34
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for CBC - Norco	\$19.97
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$260.59</i>
NORCO, INC.	Cemetery	safety supplies	\$315.10
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$315.10</i>



NORCO, INC.	Fleet Maintenance Fund	82999 Carbon Dioxide Cylinder	\$72.26
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$72.26</i>
NORCO, INC.	Metro Animal Shelter	All Purpose Cleaner & Air Freshener	\$80.28
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$80.28</i>
NORCO, INC.	Refuse - Recycling	GLOVES PPR FOR MRF CREW/DEGREASER FO	\$133.07
NORCO, INC.	Refuse - Recycling	Return of Linatex rear blade	(\$84.00)
NORCO, INC.	Refuse - Recycling	REPLACEMENT PARTS FOR LARGE SCRUBBER	\$455.19
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$504.26</i>
NORCO, INC.	Regional Water Operations	Power Mig, Weld Cart, etc. - Small Tools & S	\$1,615.00
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$1,615.00</i>
NORCO, INC.	WWTP Operations	Shop supplies	\$315.39
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$315.39</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$3,366.03</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	oil can for cutoff saw	\$28.68
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$28.68</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Grinder Bin Tool FOR LANDFILL	\$179.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$179.00</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection pump/pipe installation supplies		\$85.18
NORTHWEST CONTRACTOR	Sewer Wastewater Collection jetscan lights		\$19.97
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$105.15</i>
NORTHWEST CONTRACTOR	Streets	15 Sticks rebar for watervalves/manholes	\$180.00
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$180.00</i>
NORTHWEST CONTRACTOR	Traffic Control	Paint for spotting and locates	\$482.96
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$482.96</i>
NORTHWEST CONTRACTOR	Water Distribution	PAINT STICK- OTHER MATERIALS & SUPPLIES	\$19.44
NORTHWEST CONTRACTOR	Water Distribution	LOCATES/SHOP-OTHER MATERIALS & SUPPLI	\$579.20
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$598.64</i>
NORTHWEST CONTRACTOR	Water Tanks	SUN III- TANK & BOOSTER SUPPLIES	\$232.34
<i>NORTHWEST CONTRACTOR - Total For Water Tanks</i>			<i>\$232.34</i>
NORTHWEST CONTRACTOR	Weed & Pest Fund	safety gloves	\$299.72
<i>NORTHWEST CONTRACTOR - Total For Weed &amp; Pest Fund</i>			<i>\$299.72</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$2,106.49</b>

## NORTON AP1474293344

NORTON AP1474293344	Police Career Services	CONTINUITY/SUBSCRIPTION MERCHANTS vir	\$62.99
<i>NORTON AP1474293344 - Total For Police Career Services</i>			\$62.99
<b>NORTON AP1474293344 - ALL DEPARTMENTS</b>			\$62.99

## NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary Services	\$290.56
<i>NVA CASPER VETERINAR - Total For Metro Animal Shelter</i>			\$290.56
<b>NVA CASPER VETERINAR - ALL DEPARTMENTS</b>			\$290.56

## ODP BUS SOL LLC

ODP BUS SOL LLC	Customer Service	TONER	\$202.78
ODP BUS SOL LLC	Customer Service	TONER	\$77.40
ODP BUS SOL LLC	Customer Service	TONER	\$300.79
ODP BUS SOL LLC	Customer Service	TONER	\$150.41
ODP BUS SOL LLC	Customer Service	TONER	\$161.85
<i>ODP BUS SOL LLC - Total For Customer Service</i>			\$893.23
ODP BUS SOL LLC	Health Insurance Fund	pack of badge clips, Toners (black, cyan, mag	\$136.46
ODP BUS SOL LLC	Health Insurance Fund	Toners- black (1), magenta (1), yellow (1), cy	\$136.46
<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			\$272.92
ODP BUS SOL LLC	Human Resources	Toners- black (1), magenta (1), yellow (1), cy	\$136.46
ODP BUS SOL LLC	Human Resources	pack of badge clips, Toners (black, cyan, mag	\$141.66
ODP BUS SOL LLC	Human Resources	1 plastic card file, 2 boxes blue file folders wi	\$76.43
ODP BUS SOL LLC	Human Resources	1 box blue uni-ball pens	\$12.90
<i>ODP BUS SOL LLC - Total For Human Resources</i>			\$367.45
ODP BUS SOL LLC	Risk Management	Toners- black (1), magenta (1), yellow (1), cy	\$164.79
ODP BUS SOL LLC	Risk Management	pack of badge clips, Toners (black, cyan, mag	\$136.46
<i>ODP BUS SOL LLC - Total For Risk Management</i>			\$301.25
<b>ODP BUS SOL LLC - ALL DEPARTMENTS</b>			\$1,834.85

## O'MEARA, MICHAEL

O'MEARA, MICHAEL	Water Revenue and Transfer		\$47.33
<i>O'MEARA, MICHAEL - Total For Water Revenue and Transfers</i>			\$47.33

<b>O'MEARA, MICHAEL - ALL DEPARTMENTS</b>	<b>\$47.33</b>
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## ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Tickets For July	\$468.79
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>		<i>\$468.79</i>
ONE CALL OF WY.	Water Distribution Tickets For July	\$572.96
<i>ONE CALL OF WY. - Total For Water Distribution</i>		<i>\$572.96</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>		<b>\$1,041.75</b>

## OPINIONSTAGE

OPINIONSTAGE	City Manager	Dues and subscriptions Opinion Stage Final	\$99.00
<i>OPINIONSTAGE - Total For City Manager</i>			<i>\$99.00</i>
<b>OPINIONSTAGE - ALL DEPARTMENTS</b>			<b>\$99.00</b>

## O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Water Distribution	METER SHOP PARTS- SMALL TOOLS	\$9.99
<i>O'REILLY AUTO PARTS - Total For Water Distribution</i>			<i>\$9.99</i>
<b>O'REILLY AUTO PARTS - ALL DEPARTMENTS</b>			<b>\$9.99</b>

## OVERHEAD DOOR CO

OVERHEAD DOOR CO	Fire-EMS Operations	Door repair	\$315.00
OVERHEAD DOOR CO	Fire-EMS Operations	Door Repair - labor	\$332.50
<i>OVERHEAD DOOR CO - Total For Fire-EMS Operations</i>			<i>\$647.50</i>
OVERHEAD DOOR CO	Refuse - Residential	Garage Door Repair DOOR #21 AT TRUCK BA	\$285.00
<i>OVERHEAD DOOR CO - Total For Refuse - Residential</i>			<i>\$285.00</i>
<b>OVERHEAD DOOR CO - ALL DEPARTMENTS</b>			<b>\$932.50</b>

## OWPSACSTATE

OWPSACSTATE	Sewer Wastewater Collection	Wastewater Collection license training	\$206.00
<i>OWPSACSTATE - Total For Sewer Wastewater Collection</i>			<i>\$206.00</i>
OWPSACSTATE	WWTP Operations	Training	\$173.00
<i>OWPSACSTATE - Total For WWTP Operations</i>			<i>\$173.00</i>

<b>OWPSACSTATE - ALL DEPARTMENTS</b>	<b>\$379.00</b>
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## PACIFIC STEEL & RECY

PACIFIC STEEL & RECY	Balefill		\$16.50
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<i>PACIFIC STEEL &amp; RECY - Total For Balefill</i>			<i>\$16.50</i>
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<b>PACIFIC STEEL &amp; RECY - ALL DEPARTMENTS</b>	<b>\$16.50</b>
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## PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Refuse - Commercial	REPAIR MATERIALS FOR CONTAINERS /LOCK	\$281.90
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<i>PACIFIC STEEL BRANCH - Total For Refuse - Commercial</i>			<i>\$281.90</i>
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PACIFIC STEEL BRANCH	Water Tanks	HR FLAT 20'- NEW REPEATER BUILDING SUNI	\$51.08
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<i>PACIFIC STEEL BRANCH - Total For Water Tanks</i>			<i>\$51.08</i>
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<b>PACIFIC STEEL BRANCH - ALL DEPARTMENTS</b>	<b>\$332.98</b>
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## PAVILLION PROPERTY L

PAVILLION PROPERTY L	Sewer Fund		\$77.99
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<i>PAVILLION PROPERTY L - Total For Sewer Fund</i>			<i>\$77.99</i>
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<b>PAVILLION PROPERTY L - ALL DEPARTMENTS</b>	<b>\$77.99</b>
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## PAYPAL MKBURGE

PAYPAL MKBURGE	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$155.00
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<i>PAYPAL MKBURGE - Total For Police Investigations</i>			<i>\$155.00</i>
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<b>PAYPAL MKBURGE - ALL DEPARTMENTS</b>	<b>\$155.00</b>
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## PAYPAL PERRY LEBAR

PAYPAL PERRY LEBAR	Metro Animal Shelter	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$229.04
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<i>PAYPAL PERRY LEBAR - Total For Metro Animal Shelter</i>			<i>\$229.04</i>
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<b>PAYPAL PERRY LEBAR - ALL DEPARTMENTS</b>	<b>\$229.04</b>
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## PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	PSC Peak CQA CRL Cell 5 Const	\$58,500.00
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PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill	\$58,500.00
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PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS	\$58,500.00
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## PEDEN'S INC

PEDEN'S INC	Police Administration	Screen Printing Service	\$734.20
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PEDEN'S INC - Total For Police Administration	\$734.20
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PEDEN'S INC - ALL DEPARTMENTS	\$734.20
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## PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$518.02
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$264.74
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverage supplies	\$101.01
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$288.00
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PEPSI COLA OF CASPER	Ice Arena - Concessions	CO2 Cylinder Deposit Return	(\$50.00)
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$165.24
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$65.74
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$63.79
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$192.05
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PEPSI COLA OF CASPER	Ice Arena - Concessions	CO2 Cylinder Deposit Return	(\$50.00)
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$65.74
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PEPSI COLA OF CASPER	Ice Arena - Concessions	Beverages	\$65.74
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PEPSI COLA OF CASPER - Total For Ice Arena - Concessions	\$1,690.07
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PEPSI COLA OF CASPER - ALL DEPARTMENTS	\$1,690.07
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## PETERBILT OF WYOMING

PETERBILT OF WYOMING	Fleet Maintenance Fund	111102 Equipment repair	\$594.00
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PETERBILT OF WYOMING - Total For Fleet Maintenance Fund	\$594.00
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PETERBILT OF WYOMING - ALL DEPARTMENTS	\$594.00
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## PHR WYOMINGCARDIO

PHR WYOMINGCARDIO	Fire-EMS Training	Employee physical	\$1,089.83
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PHR WYOMINGCARDIO - Total For Fire-EMS Training	\$1,089.83
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**PHR WYOMINGCARDIO - ALL DEPARTMENTS**

\$1,089.83

**PICKLE, LAURA**

PICKLE, LAURA	Refuse Revenue and Transfer	\$49.50
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<i>PICKLE, LAURA - Total For Refuse Revenue and Transfers</i>		<i>\$49.50</i>
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<b>PICKLE, LAURA - ALL DEPARTMENTS</b>	<b>\$49.50</b>
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**PODZIMEK, LOREAL**

PODZIMEK, LOREAL	Water Revenue and Transfer	\$188.96
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<i>PODZIMEK, LOREAL - Total For Water Revenue and Transfers</i>		<i>\$188.96</i>
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<b>PODZIMEK, LOREAL - ALL DEPARTMENTS</b>	<b>\$188.96</b>
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**POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,476.31
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POSTAL PROS, INC.	Customer Service	E-Statements, Texts & Payments / IVR Paym	\$2,888.95
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POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,718.68
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POSTAL PROS, INC.	Customer Service	Updated Utility Fees Insert/Postage/Mail Ser	\$1,069.75
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POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$3,551.45
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POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$3,993.81
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<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$20,698.95</i>
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<b>POSTAL PROS, INC. - ALL DEPARTMENTS</b>	<b>\$20,698.95</b>
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**POWER EQUIPMENT CORP**

POWER EQUIPMENT CORP	WWTP Operations	Clarifier scraper	\$438.40
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<i>POWER EQUIPMENT CORP - Total For WWTP Operations</i>			<i>\$438.40</i>
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<b>POWER EQUIPMENT CORP - ALL DEPARTMENTS</b>	<b>\$438.40</b>
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**PRECISION WINDOW TIN**

PRECISION WINDOW TIN	Balefill - Disposal & Landfill	Install Flat Glass/Tint 2 Windows at scalehou	\$580.80
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<i>PRECISION WINDOW TIN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$580.80</i>
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<b>PRECISION WINDOW TIN - ALL DEPARTMENTS</b>	<b>\$580.80</b>
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## PSI SERVICES LLC

PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
<i>PSI SERVICES LLC - Total For Police Career Services</i>			<i>\$175.00</i>
<b>PSI SERVICES LLC - ALL DEPARTMENTS</b>			<b>\$175.00</b>

## RAILROAD MGMT CO III

RAILROAD MGMT CO III	Sewer Administration	RR License (#306286) fees - 11/01/23 to 10/	\$344.67
<i>RAILROAD MGMT CO III - Total For Sewer Administration</i>			<i>\$344.67</i>
<b>RAILROAD MGMT CO III - ALL DEPARTMENTS</b>			<b>\$344.67</b>

## RAINDROP PRODUCTS LL

RAINDROP PRODUCTS LL	Capital Projects Fund	Starburst Water Feature	\$28,520.00
<i>RAINDROP PRODUCTS LL - Total For Capital Projects Fund</i>			<i>\$28,520.00</i>
<b>RAINDROP PRODUCTS LL - ALL DEPARTMENTS</b>			<b>\$28,520.00</b>

## RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO	Balefill - Baler Processing	Annual Fire Alarm Inspection FOR BALER	\$3,460.00
<i>RAPID FIRE PROTECTIO - Total For Balefill - Baler Processing</i>			<i>\$3,460.00</i>
RAPID FIRE PROTECTIO	Balefill - Diversion & Special	Annual Fire Sprinkler, Back Flow Inspection F	\$3,640.00
<i>RAPID FIRE PROTECTIO - Total For Balefill - Diversion &amp; Special</i>			<i>\$3,640.00</i>
<b>RAPID FIRE PROTECTIO - ALL DEPARTMENTS</b>			<b>\$7,100.00</b>

## REGENCY MIDWEST VENT

REGENCY MIDWEST VENT	Police Grants Fund	Banquet Room Rental	\$400.00
<i>REGENCY MIDWEST VENT - Total For Police Grants Fund</i>			<i>\$400.00</i>
<b>REGENCY MIDWEST VENT - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## REPUBLIC PARKING SYS

REPUBLIC PARKING SYS	Customer Service	Parking Stalls/Spaces	\$202.00
<i>REPUBLIC PARKING SYS - Total For Customer Service</i>			<i>\$202.00</i>

REPUBLIC PARKING SYS - ALL DEPARTMENTS	\$202.00
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## RGB INC

RGB INC	Public Transit - Operations	One time	\$30.00
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RGB INC - Total For Public Transit - Operations			\$30.00
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RGB INC - ALL DEPARTMENTS	\$30.00
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## RICK S CUSTOMS LLC

RICK S CUSTOMS LLC	Police Administration	COMMERCIAL PHOTOGRAPHY, ART, AND GR	\$87.00
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RICK S CUSTOMS LLC - Total For Police Administration			\$87.00
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RICK S CUSTOMS LLC - ALL DEPARTMENTS	\$87.00
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## RICOH USA, INC

RICOH USA, INC	Metro Animal Shelter	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND	\$25.04
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RICOH USA, INC - Total For Metro Animal Shelter			\$25.04
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RICOH USA, INC - ALL DEPARTMENTS	\$25.04
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## RIVER OAKS COMMUNICA

RIVER OAKS COMMUNICA	General Fund Revenue	Eligible Facilities Request - 420 N. Elk Street	\$895.00
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RIVER OAKS COMMUNICA - Total For General Fund Revenue			\$895.00
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RIVER OAKS COMMUNICA - ALL DEPARTMENTS	\$895.00
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## RKR

RKR	Weed & Pest Fund	Rodent Control Service	\$300.00
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RKR - Total For Weed & Pest Fund			\$300.00
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RKR - ALL DEPARTMENTS	\$300.00
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## ROBINSON, JILL

ROBINSON, JILL	Water Revenue and Transfer		\$101.28
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ROBINSON, JILL - Total For Water Revenue and Transfers			\$101.28
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**ROBINSON, JILL - ALL DEPARTMENTS**

\$101.28

**Rocky Mountain**

Rocky Mountain	Regional Water Operations	MON. Telemetry Website Charge - Maint. Agr	\$144.56
Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$4,592.90
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$4,737.46</i>
Rocky Mountain	Water Distribution	Monthly rental	\$29.95
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$29.95</i>

**Rocky Mountain - ALL DEPARTMENTS**

\$4,767.41

**ROCKY MOUNTAIN INDUS**

ROCKY MOUNTAIN INDUS	Buildings & Structures Fund	PPE for CBC Sewer Cleanup - RMI	\$127.25
<i>ROCKY MOUNTAIN INDUS - Total For Buildings &amp; Structures Fund</i>			<i>\$127.25</i>
ROCKY MOUNTAIN INDUS	Special Fire Assistance Fund	RRT2 MultiRae Lite, MultiRae Pro, FLEX	\$6,077.00
<i>ROCKY MOUNTAIN INDUS - Total For Special Fire Assistance Fund</i>			<i>\$6,077.00</i>

**ROCKY MOUNTAIN INDUS - ALL DEPARTMENTS**

\$6,204.25

**ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$6,177.90
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$6,177.90</i>
ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$769.74
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$769.74</i>
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$3,322.88
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$3,322.88</i>
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$1,126.94
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			<i>\$1,126.94</i>
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$934.10
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			<i>\$934.10</i>
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$679.05
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$679.05</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$8,520.09
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$8,520.09</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$129.77

ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund			\$129.77
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$10,281.49
ROCKY MOUNTAIN POWER - Total For Casper Business Center			\$10,281.49
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$760.65
ROCKY MOUNTAIN POWER - Total For City Center Building			\$760.65
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$1,452.96
ROCKY MOUNTAIN POWER - Total For City Hall			\$1,452.96
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$532.60
ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration			\$532.60
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$1,482.52
ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum			\$1,482.52
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$5,960.23
ROCKY MOUNTAIN POWER - Total For Golf - Operations			\$5,960.23
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$548.56
ROCKY MOUNTAIN POWER - Total For Hogadon - Operations			\$548.56
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$583.15
ROCKY MOUNTAIN POWER - Total For Marathon Building			\$583.15
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$1,544.32
ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter			\$1,544.32
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$41.81
ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory			\$41.81
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$3,947.32
ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.			\$3,947.32
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$56.10
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,075.31
ROCKY MOUNTAIN POWER - Total For Parks - Special Areas			\$2,131.41
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$102.08
ROCKY MOUNTAIN POWER - Total For Police Administration			\$102.08
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$338.05
ROCKY MOUNTAIN POWER - Total For Public Safety Communications			\$338.05
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$4,831.04
ROCKY MOUNTAIN POWER - Total For Rec Center - Operations			\$4,831.04
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7 - Electricity	\$649.62
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5 - Electricity	\$4,632.75
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0 - Electricity	\$42.18
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-022 7 - Booster - Electricity	\$26.37

ROCKY MOUNTAIN POWER	Regional Water Operations	Past Due Balance on a Closed Account (004-	\$33.66
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9 - Electricity	\$737.80
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6 - Electricity	\$691.53
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2 - Electricity	\$497.41
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2 - Electricity	\$3,995.00
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0 - Electricity	\$1,559.94
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8 - Electricity	\$1,142.23
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$14,008.49</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9 - Booster - Electricity	\$2,912.62
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1 - Booster - Electricity	\$44.77
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9 - Booster - Electricity	\$24.35
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4 - Booster - Electricity	\$26.45
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3 - Booster - Electricity	\$25.43
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8 - Booster - Electricity	\$49.96
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7 - Booster - Electricity	\$2,475.80
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6 - Booster - Electricity	\$2,695.97
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3 - Booster - Electricity	\$24.51
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0 - Booster - Electricity	\$1,869.63
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1 - Booster - Electricity	\$25.20
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$10,174.69</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection lift station power	Acct #54730761-105 3	\$396.12
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$396.12</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$47,928.70
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$47,928.70</i>
ROCKY MOUNTAIN POWER	Water Distribution	Acct #54730761-107 9	\$489.04
<i>ROCKY MOUNTAIN POWER - Total For Water Distribution</i>			<i>\$489.04</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$50.25
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$33,841.73
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$33,891.98</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$179.27
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$179.27</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$163,266.95</b>

## ROGERS, KURT

ROGERS, KURT	Water Revenue and Transfer	\$133.00
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ROGERS, KURT - Total For Water Revenue and Transfers	\$133.00
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<b>ROGERS, KURT - ALL DEPARTMENTS</b>	<b>\$133.00</b>
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## Rooter

Rooter	Buildings & Structures Fund	Septic Tank Pumping Service	\$1,015.00
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Rooter	Buildings & Structures Fund	Main Sewer Line Cleaning	\$338.00
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<i>Rooter - Total For Buildings &amp; Structures Fund</i>			<i>\$1,353.00</i>
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Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
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Rooter	Parks - Parks Maint.	Porta-John from R&R	\$208.80
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<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$540.45</i>
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<b>Rooter - ALL DEPARTMENTS</b>	<b>\$1,893.45</b>
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## S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	CRC Camp Craft Supplies	\$313.75
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<i>S&amp;S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$313.75</i>
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<b>S&amp;S WORLDWIDE, - ALL DEPARTMENTS</b>	<b>\$313.75</b>
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## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Fleet Maintenance Fund	Oil Filter Bin Rental/Waste & Fuel Surcharge	\$545.15
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<i>SAFETY KLEEN SYSTEMS - Total For Fleet Maintenance Fund</i>			<i>\$545.15</i>
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<b>SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS</b>	<b>\$545.15</b>
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## SAMS CLUB #6425

SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS items for a hosted traini	\$130.68
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<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$130.68</i>
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SAMS CLUB #6425	Water Distribution	OFFICE PRODUCTS- BUIDLING SUPPLIES	\$441.32
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<i>SAMS CLUB #6425 - Total For Water Distribution</i>			<i>\$441.32</i>
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<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>	<b>\$572.00</b>
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## SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	SUPPLIES FOR ALL BLDGS	\$106.46
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<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$106.46</i>
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SAMSClub #6425	Balefill - Disposal & Landfill	SAFETY, SCALE HOUSE & SPECIAL WASTE SU	\$108.93
SAMSClub #6425	Balefill - Disposal & Landfill	SUPPLIES FOR ALL BLDGS	\$304.08
<i>SAMSClub #6425 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$413.01</i>
SAMSClub #6425	Balefill - Diversion & Special	SUPPLIES FOR ALL BLDGS	\$230.16
<i>SAMSClub #6425 - Total For Balefill - Diversion &amp; Special</i>			<i>\$230.16</i>
SAMSClub #6425	Golf - Operations	Golf Shop Supplies	\$194.61
<i>SAMSClub #6425 - Total For Golf - Operations</i>			<i>\$194.61</i>
SAMSClub #6425	Refuse - Residential	SAFETY, SCALE HOUSE & SPECIAL WASTE SU	\$108.93
<i>SAMSClub #6425 - Total For Refuse - Residential</i>			<i>\$108.93</i>
<b>SAMSClub #6425 - ALL DEPARTMENTS</b>			<b>\$1,053.17</b>

## SCHULTE, ROGER

SCHULTE, ROGER	Water Revenue and Transfer		\$33.09
<i>SCHULTE, ROGER - Total For Water Revenue and Transfers</i>			<i>\$33.09</i>
<b>SCHULTE, ROGER - ALL DEPARTMENTS</b>			<b>\$33.09</b>

## SCUBA.COM

SCUBA.COM	Police Investigations	neoprene mask	\$25.18
SCUBA.COM	Police Investigations	SPORTING GOODS STORES Scuba equipment	\$286.61
SCUBA.COM	Police Investigations	SPORTING GOODS STORES Scuba equipment	\$41.95
<i>SCUBA.COM - Total For Police Investigations</i>			<i>\$353.74</i>
<b>SCUBA.COM - ALL DEPARTMENTS</b>			<b>\$353.74</b>

## SEA CAP FD HALL

SEA CAP FD HALL	Health Insurance Fund	Capitol Hill Food Hall - Lunch	\$15.40
<i>SEA CAP FD HALL - Total For Health Insurance Fund</i>			<i>\$15.40</i>
<b>SEA CAP FD HALL - ALL DEPARTMENTS</b>			<b>\$15.40</b>

## SELVEY, GUY

SELVEY, GUY	Water Revenue and Transfer		\$37.98
<i>SELVEY, GUY - Total For Water Revenue and Transfers</i>			<i>\$37.98</i>
<b>SELVEY, GUY - ALL DEPARTMENTS</b>			<b>\$37.98</b>

## SHAFFER, AARON

SHAFFER, AARON	Water Revenue and Transfer		\$25.50
<i>SHAFFER, AARON - Total For Water Revenue and Transfers</i>			<i>\$25.50</i>
<b>SHAFFER, AARON - ALL DEPARTMENTS</b>			<b>\$25.50</b>

## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$84.96
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$84.96</i>
<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>			<b>\$84.96</b>

## SHELL OIL 5744430220

SHELL OIL 5744430220	City Manager	City Manager Fuel	\$61.06
<i>SHELL OIL 5744430220 - Total For City Manager</i>			<i>\$61.06</i>
<b>SHELL OIL 5744430220 - ALL DEPARTMENTS</b>			<b>\$61.06</b>

## SHELL OIL 5744430240

SHELL OIL 5744430240	Police Career Services	AUTOMATED FUEL DISPENSERS fuel FBI Conf	\$73.29
<i>SHELL OIL 5744430240 - Total For Police Career Services</i>			<i>\$73.29</i>
<b>SHELL OIL 5744430240 - ALL DEPARTMENTS</b>			<b>\$73.29</b>

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Traffic Control	Case of blackout paint	\$172.68
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$172.68</i>
SHERWIN-WILLIAMS COR	Water Tanks	SUN III NEW REPEATER BUILDING- BOOSTER	\$117.15
<i>SHERWIN-WILLIAMS COR - Total For Water Tanks</i>			<i>\$117.15</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$289.83</b>

## SHIRTS & MORE INC

SHIRTS & MORE INC	Capital Projects Fund	Vehicle Vinyl Wrap	\$600.00
<i>SHIRTS &amp; MORE INC - Total For Capital Projects Fund</i>			<i>\$600.00</i>

<b>SHIRTS &amp; MORE INC - ALL DEPARTMENTS</b>	<b>\$600.00</b>
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**SIMPLOT TURF & HORTI**

SIMPLOT TURF & HORTI	Weed & Pest Fund	T-Zone Herbicide & Growth Regulator	\$2,461.00
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<i>SIMPLOT TURF &amp; HORTI - Total For Weed &amp; Pest Fund</i>			<i>\$2,461.00</i>
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<b>SIMPLOT TURF &amp; HORTI - ALL DEPARTMENTS</b>	<b>\$2,461.00</b>
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**SIRCHIE ACQUISITION**

SIRCHIE ACQUISITION	Police Investigations	Evidence & Forensic Supplies	\$520.98
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SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$132.70
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SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$337.95
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SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$286.26
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<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			<i>\$1,277.89</i>
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<b>SIRCHIE ACQUISITION - ALL DEPARTMENTS</b>	<b>\$1,277.89</b>
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**SIX ROBBLEES NO**

SIX ROBBLEES NO	Water Distribution	RATCHET STRAPS- SMALL TOOLS	\$54.58
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<i>SIX ROBBLEES NO - Total For Water Distribution</i>			<i>\$54.58</i>
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<b>SIX ROBBLEES NO - ALL DEPARTMENTS</b>	<b>\$54.58</b>
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**SKECHERS USA**

SKECHERS USA	Sewer Fund		\$53.28
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<i>SKECHERS USA - Total For Sewer Fund</i>			<i>\$53.28</i>
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<b>SKECHERS USA - ALL DEPARTMENTS</b>	<b>\$53.28</b>
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**SKYLINE RANCHES**

SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$1,055.82
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SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$105.58)
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<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$950.24</i>
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SKYLINE RANCHES	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$750.11)
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<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$750.11)</i>
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<b>SKYLINE RANCHES - ALL DEPARTMENTS</b>	<b>\$200.13</b>
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## SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal Or Medical Matters	\$500.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal Or Medical Matters	\$800.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal Or Medical Matters	\$500.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$1,800.00</i>

<b>SMITH PSYCHOLOGICAL - ALL DEPARTMENTS</b>	<b>\$1,800.00</b>
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## SMITHS FOOD #4185

SMITHS FOOD #4185	City Council	Council pens, pencils, office supplies	\$20.99
<i>SMITHS FOOD #4185 - Total For City Council</i>			<i>\$20.99</i>

<b>SMITHS FOOD #4185 - ALL DEPARTMENTS</b>	<b>\$20.99</b>
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## SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Disposal & Landfill	MOLO TRAINING AND TESTING	\$793.00
<i>SOLID WASTE ASSOCIA - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$793.00</i>

<b>SOLID WASTE ASSOCIA - ALL DEPARTMENTS</b>	<b>\$793.00</b>
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## SONNYS RV SALES INC

SONNYS RV SALES INC	Streets	Propane	\$12.50
SONNYS RV SALES INC	Streets	Propane	\$38.82
SONNYS RV SALES INC	Streets	Propane	\$92.45
<i>SONNYS RV SALES INC - Total For Streets</i>			<i>\$143.77</i>

<b>SONNYS RV SALES INC - ALL DEPARTMENTS</b>	<b>\$143.77</b>
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## SOUTHERN PROPERTY CO

SOUTHERN PROPERTY CO	WWTP Regional Interceptors	Airport PLC	\$1,990.00
<i>SOUTHERN PROPERTY CO - Total For WWTP Regional Interceptors</i>			<i>\$1,990.00</i>

<b>SOUTHERN PROPERTY CO - ALL DEPARTMENTS</b>	<b>\$1,990.00</b>
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## SP BLUE TO GOLD STOR

SP BLUE TO GOLD STOR	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$179.00
<i>SP BLUE TO GOLD STOR - Total For Police Career Services</i>			<i>\$179.00</i>
<b>SP BLUE TO GOLD STOR - ALL DEPARTMENTS</b>			<b>\$179.00</b>

## SP IDENTIFIRE

SP IDENTIFIRE	Direct Distribution - Fire	14 Regulator Rockers for recruit regulators	\$134.91
<i>SP IDENTIFIRE - Total For Direct Distribution - Fire</i>			<i>\$134.91</i>
<b>SP IDENTIFIRE - ALL DEPARTMENTS</b>			<b>\$134.91</b>

## SP IMAGE WASH

SP IMAGE WASH	Refuse - Recycling	supplies for cleaning equipment	\$237.11
<i>SP IMAGE WASH - Total For Refuse - Recycling</i>			<i>\$237.11</i>
<b>SP IMAGE WASH - ALL DEPARTMENTS</b>			<b>\$237.11</b>

## SPARKS, DEAN

SPARKS, DEAN	Refuse Revenue and Transfer		\$25.45
<i>SPARKS, DEAN - Total For Refuse Revenue and Transfers</i>			<i>\$25.45</i>
<b>SPARKS, DEAN - ALL DEPARTMENTS</b>			<b>\$25.45</b>

## SPI BLACK HILLS UTIL

SPI BLACK HILLS UTIL	Regional Water Operations	July Natural Gas Usage (August Bill) - Natural	\$523.71
<i>SPI BLACK HILLS UTIL - Total For Regional Water Operations</i>			<i>\$523.71</i>
<b>SPI BLACK HILLS UTIL - ALL DEPARTMENTS</b>			<b>\$523.71</b>

## SQ AMANA TRANSPORTA

SQ AMANA TRANSPORTA	Health Insurance Fund	Transportation to Airport	\$65.15
<i>SQ AMANA TRANSPORTA - Total For Health Insurance Fund</i>			<i>\$65.15</i>
<b>SQ AMANA TRANSPORTA - ALL DEPARTMENTS</b>			<b>\$65.15</b>

## SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Buildings & Structures Fund	New Computer monitors for Cust Supervisor	\$478.00
SQ COMPUTER PROFESS - Total For Buildings & Structures Fund			\$478.00
SQ COMPUTER PROFESS	Fleet Maintenance Fund	DVD-WRITER	\$49.95
SQ COMPUTER PROFESS - Total For Fleet Maintenance Fund			\$49.95
SQ COMPUTER PROFESS	Hogadon - Operations	shop computer	\$49.95
SQ COMPUTER PROFESS	Hogadon - Operations	Keyboard	\$109.00
SQ COMPUTER PROFESS - Total For Hogadon - Operations			\$158.95
SQ COMPUTER PROFESS	Information Services	Printer Maintenance and Assembly kit for IT	\$577.00
SQ COMPUTER PROFESS - Total For Information Services			\$577.00
SQ COMPUTER PROFESS	Public Safety Communication	COMPUTER MAINTENANCE,REPAIR & SERVI	\$717.00
SQ COMPUTER PROFESS - Total For Public Safety Communications			\$717.00
<b>SQ COMPUTER PROFESS - ALL DEPARTMENTS</b>			<b>\$1,980.90</b>

## SQ FCMA

SQ FCMA	General Fund Revenue	Books for resale in museum store	\$119.88
SQ FCMA - Total For General Fund Revenue			\$119.88
<b>SQ FCMA - ALL DEPARTMENTS</b>			<b>\$119.88</b>

## SQ HTTP://COWBOYGRA

SQ HTTP://COWBOYGRA	General Fund Revenue	Decals for resale in gift shop	\$286.92
SQ HTTP://COWBOYGRA - Total For General Fund Revenue			\$286.92
<b>SQ HTTP://COWBOYGRA - ALL DEPARTMENTS</b>			<b>\$286.92</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Fire-EMS Administration	Work shirts for me	\$139.40
SQ PEDEN'S INC. - Total For Fire-EMS Administration			\$139.40
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$139.40</b>

## SQ ROADS SAFE TRAFFIC

SQ ROADS SAFE TRAFFIC	Public Transit - Operations	CONSTRUCTION MATERIALS	\$1,730.76
SQ ROADS SAFE TRAFFIC - Total For Public Transit - Operations			\$1,730.76

<b>SQ ROADS SAFE TRAFFIC - ALL DEPARTMENTS</b>	<b>\$1,730.76</b>
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**SQ ROCKY MOUNTAIN J**

SQ ROCKY MOUNTAIN J	General Fund Revenue	Jewelry for resale in gift shop	\$226.50
<i>SQ ROCKY MOUNTAIN J - Total For General Fund Revenue</i>			<i>\$226.50</i>

<b>SQ ROCKY MOUNTAIN J - ALL DEPARTMENTS</b>	<b>\$226.50</b>
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**SQ STEVEN SCHANEMAN**

SQ STEVEN SCHANEMAN	Rec Center - Classes	Marketing Summer Camp DFS	\$543.39
<i>SQ STEVEN SCHANEMAN - Total For Rec Center - Classes</i>			<i>\$543.39</i>

<b>SQ STEVEN SCHANEMAN - ALL DEPARTMENTS</b>	<b>\$543.39</b>
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**SQ SUMMIT ELECTRIC**

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrical Repair Work at Rec Center - Summi	\$1,197.30
<i>SQ SUMMIT ELECTRIC - Total For Buildings &amp; Structures Fund</i>			<i>\$1,197.30</i>

SQ SUMMIT ELECTRIC	Fire-EMS Operations	15 LED Can Lights for Station 3	\$2,293.06
<i>SQ SUMMIT ELECTRIC - Total For Fire-EMS Operations</i>			<i>\$2,293.06</i>

<b>SQ SUMMIT ELECTRIC - ALL DEPARTMENTS</b>	<b>\$3,490.36</b>
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**SQ WYATT ELECTRIC I**

SQ WYATT ELECTRIC I	Buildings & Structures Fund	Electrical Work for Hogadon - Wyatt Electric	\$1,292.83
<i>SQ WYATT ELECTRIC I - Total For Buildings &amp; Structures Fund</i>			<i>\$1,292.83</i>

<b>SQ WYATT ELECTRIC I - ALL DEPARTMENTS</b>	<b>\$1,292.83</b>
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**STAPLES**

STAPLES	Cemetery	printer ink	\$65.98
<i>STAPLES - Total For Cemetery</i>			<i>\$65.98</i>

STAPLES	Fire-EMS Administration	Fire admin office supplies	\$93.23
STAPLES	Fire-EMS Administration	Admin Office Supplies	\$49.34
STAPLES	Fire-EMS Administration	Admin office supplies and iPad supplies	\$192.93
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$335.50</i>

STAPLES	Fleet Maintenance Fund	Binders, Inserts and Index labels	\$77.93
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<i>STAPLES - Total For Fleet Maintenance Fund</i>			\$77.93
STAPLES	Parks - Parks Maint.	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$58.30
<i>STAPLES - Total For Parks - Parks Maint.</i>			\$58.30
STAPLES	Streets	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$58.29
<i>STAPLES - Total For Streets</i>			\$58.29
STAPLES	Traffic Control	Printer cartridges for Paint striper	\$52.27
<i>STAPLES - Total For Traffic Control</i>			\$52.27
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$648.27</b>

## STAPLES INC

STAPLES INC	City Manager	STATIONERY,OFFICE SUPPLIES,PRINTING AN	(\$26.09)
<i>STAPLES INC - Total For City Manager</i>			(\$26.09)
<b>STAPLES INC - ALL DEPARTMENTS</b>			<b>(\$26.09)</b>

## STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - September 2023	\$3,411.67
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - July 2023	\$14,093.40
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$17,505.07
STATE OF WY.	Police Administration	Notary Public Application - S. Wheeler	\$60.00
<i>STATE OF WY. - Total For Police Administration</i>			\$60.00
STATE OF WY.	Water Distribution	Loan #DW089	\$157,351.82
STATE OF WY.	Water Distribution	Loan #DW089AR	\$6,607.54
<i>STATE OF WY. - Total For Water Distribution</i>			\$163,959.36
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$181,524.43</b>

## STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Architectural design for City	\$15,932.63
<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			\$15,932.63
<b>STATELINE NO 7 ARCHI - ALL DEPARTMENTS</b>			<b>\$15,932.63</b>

## STATION AUTOMATION

STATION AUTOMATION	Fire-EMS Administration	Annual License Fee Renewal	\$1,312.50
<i>STATION AUTOMATION - Total For Fire-EMS Administration</i>			\$1,312.50

**STATION AUTOMATION - ALL DEPARTMENTS**

\$1,312.50

**STRAIGHTTALK AIRTIME**

STRAIGHTTALK AIRTIME	Police Grants Fund	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$37.78
<i>STRAIGHTTALK AIRTIME - Total For Police Grants Fund</i>			\$37.78
<b>STRAIGHTTALK AIRTIME - ALL DEPARTMENTS</b>			\$37.78

**STULTZ, FAITH**

STULTZ, FAITH	Refuse Revenue and Transfer		\$40.15
<i>STULTZ, FAITH - Total For Refuse Revenue and Transfers</i>			\$40.15
<b>STULTZ, FAITH - ALL DEPARTMENTS</b>			\$40.15

**SUTHERLANDS 2816**

SUTHERLANDS 2816	Balefill - Disposal & Landfill	FENCE REPAIR Supplies	\$92.74
<i>SUTHERLANDS 2816 - Total For Balefill - Disposal &amp; Landfill</i>			\$92.74
SUTHERLANDS 2816	Refuse - Commercial	FENCE REPAIR AT CY CAR WASH	\$48.33
<i>SUTHERLANDS 2816 - Total For Refuse - Commercial</i>			\$48.33
SUTHERLANDS 2816	Water Distribution	SPRINKLER PARTS- WATER & SEWER LINE M	\$9.14
SUTHERLANDS 2816	Water Distribution	2x4 FOR CONCRETE FORM ON MARKET- OTH	\$3.67
<i>SUTHERLANDS 2816 - Total For Water Distribution</i>			\$12.81
SUTHERLANDS 2816	Water Tanks	MOTOR PULLEY- BOOSTER/LIFT STATION SU	\$13.99
<i>SUTHERLANDS 2816 - Total For Water Tanks</i>			\$13.99
<b>SUTHERLANDS 2816 - ALL DEPARTMENTS</b>			\$167.87

**TACO JOHNS 3043**

TACO JOHNS 3043	Regional Water Operations	Lunch for the JPB Meeting - Office Supplies	\$87.85
<i>TACO JOHNS 3043 - Total For Regional Water Operations</i>			\$87.85
<b>TACO JOHNS 3043 - ALL DEPARTMENTS</b>			\$87.85

**TALKINGTON, NEAL**

TALKINGTON, NEAL	Refuse Revenue and Transfer		\$52.70
TALKINGTON, NEAL	Refuse Revenue and Transfer		\$27.88

TALKINGTON, NEAL - Total For Refuse Revenue and Transfers			\$80.58
<b>TALKINGTON, NEAL - ALL DEPARTMENTS</b>			<b>\$80.58</b>
<b>TARGET</b>			
TARGET	Human Resources	GOLF TOURNAMENT DOOR PRIZES & OFFICE	\$5.70
TARGET	Human Resources	GOLF TOURNAMENT DOOR PRIZES & OFFICE	\$122.94
TARGET - Total For Human Resources			\$128.64
<b>TARGET - ALL DEPARTMENTS</b>			<b>\$128.64</b>
<b>THE ABY MANUFACTURIN</b>			
THE ABY MANUFACTURIN	Fire-EMS Operations	Uniform supplies	\$973.30
THE ABY MANUFACTURIN - Total For Fire-EMS Operations			\$973.30
<b>THE ABY MANUFACTURIN - ALL DEPARTMENTS</b>			<b>\$973.30</b>
<b>THE HOME DEPOT</b>			
THE HOME DEPOT	Buildings & Structures Fund	HVAC Repair supplies for Service Center - Ho	\$31.61
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$50.90
THE HOME DEPOT	Buildings & Structures Fund	HVAC Repair supplies for Hogadon - Home D	\$38.47
THE HOME DEPOT	Buildings & Structures Fund	Concessions repair supplies for FOD - Home	\$437.98
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$11.76
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Field of Dreams Concessi	\$333.98
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for the Rec Center - Home D	\$25.23
THE HOME DEPOT - Total For Buildings & Structures Fund			\$929.93
THE HOME DEPOT	Fire-EMS Operations	1 unit of OSB for boarding up building for FD	\$1,345.84
THE HOME DEPOT - Total For Fire-EMS Operations			\$1,345.84
THE HOME DEPOT	Golf - Operations	Pothole patch, padlocks, and fasteners for w	\$277.56
THE HOME DEPOT - Total For Golf - Operations			\$277.56
THE HOME DEPOT	Hogadon - Operations	Tools and shop office project	\$787.61
THE HOME DEPOT	Hogadon - Operations	Tools	\$691.02
THE HOME DEPOT - Total For Hogadon - Operations			\$1,478.63
THE HOME DEPOT	Parks - Special Areas	bulbs	\$35.88
THE HOME DEPOT - Total For Parks - Special Areas			\$35.88
THE HOME DEPOT	Police Investigations	HOME SUPPLY WAREHOUSE STORES; Trainin	\$51.16

<i>THE HOME DEPOT - Total For Police Investigations</i>			\$51.16
THE HOME DEPOT	Refuse - Residential	PLASTIC TOTES FOR TRUCK BARN/FLUID DIS	\$107.94
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			\$107.94
THE HOME DEPOT	Water Distribution	SUN III YARD HYDRANT RATCHET STRAP- WA	\$92.63
<i>THE HOME DEPOT - Total For Water Distribution</i>			\$92.63
THE HOME DEPOT	Water Meters	PAINT FOR METERS- OTHER MATERIALS & S	\$18.94
THE HOME DEPOT	Water Meters	PAINT FOR METERS- OTHER MATERIALS & S	\$60.86
<i>THE HOME DEPOT - Total For Water Meters</i>			\$79.80
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$4,399.37</b>

## THIRD QUADRANT ENTER

THIRD QUADRANT ENTER	Water Revenue and Transfer		\$69.55
<i>THIRD QUADRANT ENTER - Total For Water Revenue and Transfers</i>			\$69.55
<b>THIRD QUADRANT ENTER - ALL DEPARTMENTS</b>			<b>\$69.55</b>

## THOMAS, GAVIN

THOMAS, GAVIN	Water Revenue and Transfer		\$33.15
<i>THOMAS, GAVIN - Total For Water Revenue and Transfers</i>			\$33.15
<b>THOMAS, GAVIN - ALL DEPARTMENTS</b>			<b>\$33.15</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy Charge - July 2023	\$36.65
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$36.65
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy Charge - July 2023	\$36.65
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$36.65
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charge - July 2023	\$96.20
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			\$96.20
TOP OFFICE PRODUCTS	Streets	Copy Charge - July 2023	\$36.65
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$36.65
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - July 2023	\$113.42
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			\$113.42
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - July 2023	\$130.77
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$130.77

<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>	<b>\$450.34</b>
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## TOWN OF BAR NUNN

TOWN OF BAR NUNN	RWS - Booster Stations		\$106.98
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<i>TOWN OF BAR NUNN - Total For RWS - Booster Stations</i>			<i>\$106.98</i>
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<b>TOWN OF BAR NUNN - ALL DEPARTMENTS</b>	<b>\$106.98</b>
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## TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable Sharing Check For DCI #2023-0560	\$66.90
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<i>TOWN OF MILLS - Total For Police Grants Fund</i>			<i>\$66.90</i>
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TOWN OF MILLS	Public Safety Communication		\$5,315.61
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<i>TOWN OF MILLS - Total For Public Safety Communications</i>			<i>\$5,315.61</i>
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<b>TOWN OF MILLS - ALL DEPARTMENTS</b>	<b>\$5,382.51</b>
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## TRACKIMO INC

TRACKIMO INC	Police Investigations	COMPUTERS,COMPUTER PERIPHERAL EQUIP	\$49.99
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<i>TRACKIMO INC - Total For Police Investigations</i>			<i>\$49.99</i>
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<b>TRACKIMO INC - ALL DEPARTMENTS</b>	<b>\$49.99</b>
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## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Water Distribution	SYRINGS FOR SAMPLE TRUCK	\$5.49
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TRACTOR SUPPLY CO	Water Distribution	PARTS FOR 660270- OTHER MATERIALS & SU	\$41.00
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<i>TRACTOR SUPPLY CO - Total For Water Distribution</i>			<i>\$46.49</i>
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TRACTOR SUPPLY CO	Water Tanks	WEED EATER CORD- OTHER MATERIALS & S	\$36.74
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TRACTOR SUPPLY CO	Water Tanks	REFUND FOR TAX- OTHER MATERIALS & SUP	(\$1.75)
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<i>TRACTOR SUPPLY CO - Total For Water Tanks</i>			<i>\$34.99</i>
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<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>	<b>\$81.48</b>
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## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Wolf Creek Road Improvements -	\$95,000.00
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<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$95,000.00</i>
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TRETO CONST. - ALL DEPARTMENTS	\$95,000.00
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### TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Equipment repair UNIT141420 HAUL TRUCK	\$262.50
TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Equipment rental credit - 7/10/23 - 07/11/2	(\$9,000.00)
TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill			(\$8,737.50)
TRI-STATE TRUCK & EQ	Fleet Maintenance Fund	141420 Equipment repair	\$18,382.54
TRI-STATE TRUCK & EQ	Fleet Maintenance Fund	R-1 Equipment repair	\$6,080.47
TRI-STATE TRUCK & EQ - Total For Fleet Maintenance Fund			\$24,463.01
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$15,725.51

### TROPICANA ROOMS

TROPICANA ROOMS	Police Career Services	DOUBLETREE NASRO training	\$521.56
TROPICANA ROOMS - Total For Police Career Services			\$521.56
TROPICANA ROOMS - ALL DEPARTMENTS			\$521.56

### TST BOUT TIME PUB

TST BOUT TIME PUB	Fire-EMS Training	Meal for three members while attending a tr	\$58.46
TST BOUT TIME PUB - Total For Fire-EMS Training			\$58.46
TST BOUT TIME PUB - ALL DEPARTMENTS			\$58.46

### TST LEVEL CROSSING

TST LEVEL CROSSING	Fire-EMS Training	Meal for three while traveling for a training	\$57.25
TST LEVEL CROSSING - Total For Fire-EMS Training			\$57.25
TST LEVEL CROSSING - ALL DEPARTMENTS			\$57.25

### TST MIYAZAKI

TST MIYAZAKI	Fire-EMS Training	Meals for three members while traveling for	\$64.17
TST MIYAZAKI - Total For Fire-EMS Training			\$64.17
TST MIYAZAKI - ALL DEPARTMENTS			\$64.17

## TST TOM DOUGLAS

TST TOM DOUGLAS	Health Insurance Fund	EATING PLACES, RESTAURANTS	\$40.38
<i>TST TOM DOUGLAS - Total For Health Insurance Fund</i>			<i>\$40.38</i>
<b>TST TOM DOUGLAS - ALL DEPARTMENTS</b>			<b>\$40.38</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Proximity Reader Maintenance - 10/1/23 to	\$241.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$241.00</i>
TYLER TECHNOLOGIES I	Balefill - Diversion & Special	Proximity Reader Maintenance - 10/1/23 to	\$241.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Diversion &amp; Special</i>			<i>\$241.00</i>
TYLER TECHNOLOGIES I	Information Services	Civic Engagement & 311 Bundle Annual Main	\$6,000.00
<i>TYLER TECHNOLOGIES I - Total For Information Services</i>			<i>\$6,000.00</i>
TYLER TECHNOLOGIES I	Refuse - Recycling	Proximity Reader Maintenance - 10/1/23 to	\$241.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Recycling</i>			<i>\$241.00</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Proximity Reader Maintenance - 10/1/23 to	\$241.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$241.00</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$6,964.00</b>

## UBER TRIP

UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES NASRO training	\$15.36
<i>UBER TRIP - Total For Police Career Services</i>			<i>\$15.36</i>
<b>UBER TRIP - ALL DEPARTMENTS</b>			<b>\$15.36</b>

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Refuse - Residential	EVENT BAGS FOR 90'S FOR GUY	\$1,014.40
ULINE SHIP SUPPLIE	Refuse - Residential	TRASH CONTAINER BAGS FOR EVENTS	\$1,014.40
ULINE SHIP SUPPLIE	Refuse - Residential	CREDIT PAID ON ORGINAL INVOICE	(\$1,014.40)
<i>ULINE SHIP SUPPLIE - Total For Refuse - Residential</i>			<i>\$1,014.40</i>
<b>ULINE SHIP SUPPLIE - ALL DEPARTMENTS</b>			<b>\$1,014.40</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$247.50
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<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>				\$247.50
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>				\$247.50
<b>UNION WIRELESS</b>				
UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Ph		\$95.15
<i>UNION WIRELESS - Total For Water Tanks</i>				\$95.15
<b>UNION WIRELESS - ALL DEPARTMENTS</b>				\$95.15
<b>UNITED 0162312943</b>				
UNITED 0162312943	City Manager	UNITED AIRLINES FLIGHT TO ICMA CONFERE		\$696.85
<i>UNITED 0162312943 - Total For City Manager</i>				\$696.85
<b>UNITED 0162312943 - ALL DEPARTMENTS</b>				\$696.85
<b>UNITED 0162313946</b>				
UNITED 0162313946	Police Investigations	UNITED AIRLINES; airline tickets out: PLEASE		\$286.85
UNITED 0162313946	Police Investigations	UNITED AIRLINES; airline tickets out: PLEASE		\$286.85
<i>UNITED 0162313946 - Total For Police Investigations</i>				\$573.70
<b>UNITED 0162313946 - ALL DEPARTMENTS</b>				\$573.70
<b>UNITED 0162313983</b>				
UNITED 0162313983	Police Investigations	UNITED AIRLINES; airline tickets out; PLEASE		\$237.05
UNITED 0162313983	Police Investigations	UNITED AIRLINES; Airline tickets out: PLEASE		\$237.05
<i>UNITED 0162313983 - Total For Police Investigations</i>				\$474.10
<b>UNITED 0162313983 - ALL DEPARTMENTS</b>				\$474.10
<b>UNITED 0162314733</b>				
UNITED 0162314733	Fire-EMS Training	Airline tickets for three members to travel fo		\$789.45
UNITED 0162314733	Fire-EMS Training	Airline tickets for three members to travle fo		\$789.45
<i>UNITED 0162314733 - Total For Fire-EMS Training</i>				\$1,578.90
<b>UNITED 0162314733 - ALL DEPARTMENTS</b>				\$1,578.90

**UNITED 0162316628**

UNITED	0162316628	Ft. Caspar Museum	Travel for Museum Conference	\$436.10
UNITED 0162316628 - Total For Ft. Caspar Museum				\$436.10
UNITED 0162316628 - ALL DEPARTMENTS				\$436.10

**UNITED 0162316685**

UNITED	0162316685	Police Career Services	UNITED AIRLINES flight training FL Kauffman	\$445.40
UNITED	0162316685	Police Career Services	UNITED AIRLINES flight training FL Williams	\$445.40
UNITED 0162316685 - Total For Police Career Services				\$890.80
UNITED 0162316685 - ALL DEPARTMENTS				\$890.80

**UNITED 0162317787**

UNITED	0162317787	Police Career Services	UNITED AIRLINES flight Jacobs DEC conferen	\$530.85
UNITED 0162317787 - Total For Police Career Services				\$530.85
UNITED 0162317787 - ALL DEPARTMENTS				\$530.85

**UNITED 0164224210**

UNITED	0164224210	Police Investigations	UNITED AIRLINES; baggage ck, lost receipt m	\$35.00
UNITED	0164224210	Police Investigations	UNITED AIRLINES; baggage ck; lost receipt m	\$35.00
UNITED 0164224210 - Total For Police Investigations				\$70.00
UNITED 0164224210 - ALL DEPARTMENTS				\$70.00

**UNITED 0164224641**

UNITED	0164224641	Police Investigations	UNITED AIRLINES; Seat change	\$24.00
UNITED	0164224641	Police Investigations	UNITED AIRLINES; seat change	\$32.00
UNITED 0164224641 - Total For Police Investigations				\$56.00
UNITED 0164224641 - ALL DEPARTMENTS				\$56.00

**UNITED 0164224877**

UNITED	0164224877	Police Investigations	UNITED AIRLINES; bag ck #2	\$35.00
UNITED	0164224877	Police Investigations	UNITED AIRLINES; bag ck #1	\$35.00

UNITED 0164224877 - Total For Police Investigations			\$70.00
<b>UNITED 0164224877 - ALL DEPARTMENTS</b>			<b>\$70.00</b>
<b>UNITED 0164225339</b>			
UNITED 0164225339	Police Career Services	UNITED AIRLINES baggage receipt NASRO tra	\$35.00
UNITED 0164225339 - Total For Police Career Services			\$35.00
<b>UNITED 0164225339 - ALL DEPARTMENTS</b>			<b>\$35.00</b>
<b>UNITED 0164226446</b>			
UNITED 0164226446	Police Career Services	UNITED AIRLINES baggage receipt NASRO tra	\$35.00
UNITED 0164226446 - Total For Police Career Services			\$35.00
<b>UNITED 0164226446 - ALL DEPARTMENTS</b>			<b>\$35.00</b>
<b>UNITED 0164229024</b>			
UNITED 0164229024	Police Career Services	UNITED AIRLINES Conference Jacobs	\$26.00
UNITED 0164229024 - Total For Police Career Services			\$26.00
<b>UNITED 0164229024 - ALL DEPARTMENTS</b>			<b>\$26.00</b>
<b>UNITED 0164231887</b>			
UNITED 0164231887	Health Insurance Fund	UNITED AIRLINES - Checked bag charge - flig	\$35.00
UNITED 0164231887 - Total For Health Insurance Fund			\$35.00
<b>UNITED 0164231887 - ALL DEPARTMENTS</b>			<b>\$35.00</b>
<b>UNITED 0164233006</b>			
UNITED 0164233006	Health Insurance Fund	UNITED AIRLINES - Checked bag charges 8.23	\$35.00
UNITED 0164233006 - Total For Health Insurance Fund			\$35.00
<b>UNITED 0164233006 - ALL DEPARTMENTS</b>			<b>\$35.00</b>
<b>UNIVERSITY OF WY.</b>			
UNIVERSITY OF WY.	Metro Animal Shelter	Inbound shipping charges	\$30.84
UNIVERSITY OF WY. - Total For Metro Animal Shelter			\$30.84

<b>UNIVERSITY OF WY. - ALL DEPARTMENTS</b>	<b>\$30.84</b>
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## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	D&A and Occupational Health Testing - July	\$5,085.00
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<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$5,085.00</i>
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<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>	<b>\$5,085.00</b>
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## USABlueBook

USABlueBook	Water Tanks	SAMPLE METER- LAB TESTING	\$2,192.90
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USABlueBook	Water Tanks	CARRYING CASE- LAB TESTING	\$268.00
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<i>USABlueBook - Total For Water Tanks</i>			<i>\$2,460.90</i>
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<b>USABlueBook - ALL DEPARTMENTS</b>	<b>\$2,460.90</b>
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## USPS PO 5715580478

USPS PO 5715580478	WWTP Pretreatment	Certified Mail	\$9.25
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<i>USPS PO 5715580478 - Total For WWTP Pretreatment</i>			<i>\$9.25</i>
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<b>USPS PO 5715580478 - ALL DEPARTMENTS</b>	<b>\$9.25</b>
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## USPS PO 5715590945

USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$197.04
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USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$470.44
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USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$85.76
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USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$264.00
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<i>USPS PO 5715590945 - Total For Community Development</i>			<i>\$1,017.24</i>
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USPS PO 5715590945	Human Resources	2 certified letters	\$17.12
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<i>USPS PO 5715590945 - Total For Human Resources</i>			<i>\$17.12</i>
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USPS PO 5715590945	Risk Management	Certified Letter	\$9.73
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<i>USPS PO 5715590945 - Total For Risk Management</i>			<i>\$9.73</i>
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<b>USPS PO 5715590945 - ALL DEPARTMENTS</b>	<b>\$1,044.09</b>
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## USPS PO 5762700491

USPS PO 5762700491	Water Distribution	EPA SAMPLE PLAN FOLDERS- POSTAGE & PRI	\$16.99
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USPS PO 5762700491 - Total For Water Distribution	\$16.99
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<b>USPS PO 5762700491 - ALL DEPARTMENTS</b>	<b>\$16.99</b>
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## UW CASHIER OFFICE

UW CASHIER OFFICE	Engineering	LPA TRAINING	\$95.00
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UW CASHIER OFFICE - Total For Engineering	\$95.00
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UW CASHIER OFFICE	Ft. Caspar Museum	Traveling exhibit rental	\$120.00
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UW CASHIER OFFICE - Total For Ft. Caspar Museum	\$120.00
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<b>UW CASHIER OFFICE - ALL DEPARTMENTS</b>	<b>\$215.00</b>
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## VAN WYCK, DENISE

VAN WYCK, DENISE	Refuse Revenue and Transfer	\$33.03
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VAN WYCK, DENISE - Total For Refuse Revenue and Transfers	\$33.03
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<b>VAN WYCK, DENISE - ALL DEPARTMENTS</b>	<b>\$33.03</b>
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## VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$322.53
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VCN NATRONAREALESTAT - Total For Community Development	\$322.53
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VCN NATRONAREALESTAT	Customer Service	RECORDING OF RESOLUTION DOC 1143338	\$17.50
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VCN NATRONAREALESTAT - Total For Customer Service	\$17.50
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<b>VCN NATRONAREALESTAT - ALL DEPARTMENTS</b>	<b>\$340.03</b>
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## VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste	\$15,110.12
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VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special	\$15,110.12
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<b>VEOLIA ES TECHNICAL - ALL DEPARTMENTS</b>	<b>\$15,110.12</b>
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## VERIZON WIRELESS

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$160.04
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VERIZON WIRELESS - Total For Cemetery	\$160.04
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VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$2,937.78
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VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$80.02
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<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$3,017.80</i>
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$278.47
<i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i>			<i>\$278.47</i>
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00010	\$80.18
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$38.46
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$118.64</i>
VERIZON WIRELESS	Sewer Wastewater Collection remote device data	Acct #742239432-00002	\$74.28
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			<i>\$74.28</i>
VERIZON WIRELESS	Streets	Acct #242152162-00003	\$30.31
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$40.01
<i>VERIZON WIRELESS - Total For Streets</i>			<i>\$70.32</i>
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$116.08
<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$116.08</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.32
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$106.32</i>
VERIZON WIRELESS	Weed & Pest Fund	Acct #342080735-00001	\$201.65
<i>VERIZON WIRELESS - Total For Weed &amp; Pest Fund</i>			<i>\$201.65</i>
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$146.41
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			<i>\$146.41</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$4,290.01</b>

## VERMEER SALES

VERMEER SALES	Water Distribution	OIL FOR NEW MOLE- SMALL TOOLS	\$33.43
<i>VERMEER SALES - Total For Water Distribution</i>			<i>\$33.43</i>
<b>VERMEER SALES - ALL DEPARTMENTS</b>			<b>\$33.43</b>

## VERMEER SALES & SERV

VERMEER SALES & SERV	Water Distribution	POWER MOLE BORING MACHINE	\$7,150.00
<i>VERMEER SALES &amp; SERV - Total For Water Distribution</i>			<i>\$7,150.00</i>
<b>VERMEER SALES &amp; SERV - ALL DEPARTMENTS</b>			<b>\$7,150.00</b>

## VISIONARY BROADBAND

VISIONARY BROADBAND	Water Revenue and Transfer		\$85.00
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VISIONARY BROADBAND - Total For Water Revenue and Transfers			\$85.00
<b>VISIONARY BROADBAND - ALL DEPARTMENTS</b>			<b>\$85.00</b>
<b>VRC COMPANIES LLC</b>			
VRC COMPANIES LLC	Municipal Court	File Destruction Service & Other Services/Mi	\$95.00
VRC COMPANIES LLC - Total For Municipal Court			\$95.00
VRC COMPANIES LLC	Police Administration	Other Services - Minimum Fee	\$95.00
VRC COMPANIES LLC - Total For Police Administration			\$95.00
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$190.00</b>
<b>VZWRLSS IVR VB</b>			
VZWRLSS IVR VB	Golf - Operations	Cellular for Ipads	\$120.03
VZWRLSS IVR VB - Total For Golf - Operations			\$120.03
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$120.03</b>
<b>VZWRLSS MY VZ VB P</b>			
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$78.21
VZWRLSS MY VZ VB P - Total For Regional Water Operations			\$78.21
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$78.21</b>
<b>WAL-MART #1617</b>			
WAL-MART #1617	Balefill - Diversion & Special	ON CALL CELL PHONE FOR HAZ MAT	\$99.88
WAL-MART #1617	Balefill - Diversion & Special	SUPPLIES FOR TRUCK /SPECIAL WASTE	\$9.82
WAL-MART #1617 - Total For Balefill - Diversion & Special			\$109.70
WAL-MART #1617	Fire-EMS Operations	Station Supplies	\$76.34
WAL-MART #1617 - Total For Fire-EMS Operations			\$76.34
WAL-MART #1617	Police Investigations	GROCERY STORES, SUPERMARKETS; Walmar	\$98.00
WAL-MART #1617 - Total For Police Investigations			\$98.00
WAL-MART #1617	Refuse - Residential	SUPPLIES FOR TRUCK /SPECIAL WASTE	\$63.92
WAL-MART #1617 - Total For Refuse - Residential			\$63.92
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$347.96</b>

## WAL-MART #3778

WAL-MART #3778	Finance	25' HDMI Cable Return	(\$27.26)
WAL-MART #3778 - Total For Finance			(\$27.26)
WAL-MART #3778	Human Resources	2 containers of coffee	\$25.92
WAL-MART #3778 - Total For Human Resources			\$25.92
WAL-MART #3778	Rec Center - Classes	CRC KIDS cooking Class	\$33.33
WAL-MART #3778 - Total For Rec Center - Classes			\$33.33
WAL-MART #3778	Regional Water Operations	Pop for JPB Meeting & USB Sticks for the Offi	\$54.26
WAL-MART #3778	Regional Water Operations	Sauce & Dessert for JPB Meeting - Office Sup	\$11.22
WAL-MART #3778 - Total For Regional Water Operations			\$65.48
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$97.47</b>

## WALMART.COM

WALMART.COM	Finance	25' HDMI Cable	\$27.26
WALMART.COM	Finance	50' HDMI Cable	\$36.78
WALMART.COM - Total For Finance			\$64.04
<b>WALMART.COM - ALL DEPARTMENTS</b>			<b>\$64.04</b>

## WARNE CHEMICAL AND E

WARNE CHEMICAL AND E	Weed & Pest Fund	Sprayer JD UTV	\$4,114.68
WARNE CHEMICAL AND E - Total For Weed & Pest Fund			\$4,114.68
<b>WARNE CHEMICAL AND E - ALL DEPARTMENTS</b>			<b>\$4,114.68</b>

## WASTE MANAGEMENT NAT

WASTE MANAGEMENT NAT	Refuse Revenue and Transfer		\$40.15
WASTE MANAGEMENT NAT - Total For Refuse Revenue and Transfers			\$40.15
<b>WASTE MANAGEMENT NAT - ALL DEPARTMENTS</b>			<b>\$40.15</b>

## WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Buildings & Structures Fund	PMP, NX275-2 2.7/460/3, 50FT FLS & Freight	\$10,635.61
WATER TECHNOLOGY GRO - Total For Buildings & Structures Fund			\$10,635.61

<b>WATER TECHNOLOGY GRO - ALL DEPARTMENTS</b>	<b>\$10,635.61</b>
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## WATSON MARLOW INC

WATSON MARLOW INC	Regional Water Operations	Ferric Pump Roller Heads - Machinery Suppli	\$3,602.72
<i>WATSON MARLOW INC - Total For Regional Water Operations</i>			<i>\$3,602.72</i>

<b>WATSON MARLOW INC - ALL DEPARTMENTS</b>	<b>\$3,602.72</b>
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## WEAR PARTS INC

WEAR PARTS INC	Water Distribution	BOLTS FOR 660270- OTHER MATERIALS & SU	\$2.18
<i>WEAR PARTS INC - Total For Water Distribution</i>			<i>\$2.18</i>
WEAR PARTS INC	WWTP Operations	Shop supplies	\$79.80
WEAR PARTS INC	WWTP Operations	Shop supplies	\$43.20
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$123.00</i>

<b>WEAR PARTS INC - ALL DEPARTMENTS</b>	<b>\$125.18</b>
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## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Diversion & Special	Consultant: West Plains Engine	\$1,000.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Diversion &amp; Special</i>			<i>\$1,000.00</i>
WEST PLAINS ENGINEER	Capital Projects Fund	Engineering For Work	\$1,450.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$1,450.00</i>

<b>WEST PLAINS ENGINEER - ALL DEPARTMENTS</b>	<b>\$2,450.00</b>
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## WESTERN SIGN & DESIG

WESTERN SIGN & DESIG	Capital Projects Fund	Installation of printed & laminated graphic si	\$202.50
<i>WESTERN SIGN &amp; DESIG - Total For Capital Projects Fund</i>			<i>\$202.50</i>
WESTERN SIGN & DESIG	Parking Fund	DURABLE GOODS,NOT ELSEWHERE CLASSIFI	\$188.89
<i>WESTERN SIGN &amp; DESIG - Total For Parking Fund</i>			<i>\$188.89</i>

<b>WESTERN SIGN &amp; DESIG - ALL DEPARTMENTS</b>	<b>\$391.39</b>
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## WESTERN STATES FIRE

WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00

WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Backflow Inspection	\$95.00
<i>WESTERN STATES FIRE - Total For Buildings &amp; Structures Fund</i>			<i>\$665.00</i>
<b>WESTERN STATES FIRE - ALL DEPARTMENTS</b>			<b>\$665.00</b>

## WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Lock Repair supplies for CBC - Western Wyo	\$174.88
<i>WESTERN WYOMING LOCK - Total For Buildings &amp; Structures Fund</i>			<i>\$174.88</i>
<b>WESTERN WYOMING LOCK - ALL DEPARTMENTS</b>			<b>\$174.88</b>

## WESTIN SEATTLE

WESTIN SEATTLE	Health Insurance Fund	WESTIN Seattle Hotel - Conference Rate	\$945.69
<i>WESTIN SEATTLE - Total For Health Insurance Fund</i>			<i>\$945.69</i>
<b>WESTIN SEATTLE - ALL DEPARTMENTS</b>			<b>\$945.69</b>

## WESTIN SEATTLE DININ

WESTIN SEATTLE DININ	Health Insurance Fund	EATING PLACES, RESTAURANTS - Westin Sea	\$7.11
<i>WESTIN SEATTLE DININ - Total For Health Insurance Fund</i>			<i>\$7.11</i>
<b>WESTIN SEATTLE DININ - ALL DEPARTMENTS</b>			<b>\$7.11</b>

## WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$3,968.00
WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$396.80)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,571.20</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$1,935.65)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,935.65)</i>
<b>WESTLAND PARK-RED BU - ALL DEPARTMENTS</b>			<b>\$1,635.55</b>

## WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$1,211.08
<i>WH LLC - Total For Capital Projects Fund</i>			<i>\$1,211.08</i>
<b>WH LLC - ALL DEPARTMENTS</b>			<b>\$1,211.08</b>

## WHARTON, WADE

WHARTON, WADE	Water Revenue and Transfer		\$75.00
<i>WHARTON, WADE - Total For Water Revenue and Transfers</i>			<i>\$75.00</i>
<b>WHARTON, WADE - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## WHEELER, SAMANTHA

WHEELER, SAMANTHA	Refuse Revenue and Transfer		\$47.22
<i>WHEELER, SAMANTHA - Total For Refuse Revenue and Transfers</i>			<i>\$47.22</i>
<b>WHEELER, SAMANTHA - ALL DEPARTMENTS</b>			<b>\$47.22</b>

## WIECK, KAYLA

WIECK, KAYLA	Refuse Revenue and Transfer		\$92.32
<i>WIECK, KAYLA - Total For Refuse Revenue and Transfers</i>			<i>\$92.32</i>
<b>WIECK, KAYLA - ALL DEPARTMENTS</b>			<b>\$92.32</b>

## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Consultant: Westridge Addition	\$12,679.23
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$12,679.23</i>
WLC ENGINEERING - SU	Engineering	Professional Land Surveying Services	\$145.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$145.00</i>
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$12,824.23</b>

## WPY ShiftNote

WPY ShiftNote	Regional Water Operations	Work Order Software Maintenance - Mainte	\$90.00
<i>WPY ShiftNote - Total For Regional Water Operations</i>			<i>\$90.00</i>
<b>WPY ShiftNote - ALL DEPARTMENTS</b>			<b>\$90.00</b>

## WSP USA INC

WSP USA INC	Balefill - Disposal & Landfill	21-012 CRL Cell 1 Close and Ce	\$845.30
WSP USA INC	Balefill - Disposal & Landfill	21-012 CRL Cell 1 Close and Ce	\$449.40
WSP USA INC	Balefill - Disposal & Landfill	Old Landfill Remediation - Met	\$2,128.15
WSP USA INC	Balefill - Disposal & Landfill	Old Landfill Remediation - Met	\$3,882.19
WSP USA INC	Balefill - Disposal & Landfill	21-019 SW Planning and airspac	\$4,870.00
<i>WSP USA INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$12,175.04</i>
<b>WSP USA INC - ALL DEPARTMENTS</b>			<b>\$12,175.04</b>

## WY. ASSOC. OF MUNICI

WY. ASSOC. OF MUNICI	City Council	WAM Membership Dues - 2024	\$46,669.00
<i>WY. ASSOC. OF MUNICI - Total For City Council</i>			<i>\$46,669.00</i>
<b>WY. ASSOC. OF MUNICI - ALL DEPARTMENTS</b>			<b>\$46,669.00</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment rental excavator for ldf operation	\$9,547.50
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$9,547.50</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	Software	\$1,200.00
WY. MACHINERY CO.	Fleet Maintenance Fund	141402 Equipment repair	\$11,557.40
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$12,757.40</i>
<b>WY. MACHINERY CO. - ALL DEPARTMENTS</b>			<b>\$22,304.90</b>

## WY. WORKERS COMPENSA

WY. WORKERS COMPENSA	Cemetery	Acct #09-81184-0-07	(\$222.02)
<i>WY. WORKERS COMPENSA - Total For Cemetery</i>			<i>(\$222.02)</i>
WY. WORKERS COMPENSA	Municipal Court	Acct #09-81184-0-07	(\$10.11)
<i>WY. WORKERS COMPENSA - Total For Municipal Court</i>			<i>(\$10.11)</i>
WY. WORKERS COMPENSA	Parks - Parks Maint.	Acct #09-81184-0-07	\$1,135.00
<i>WY. WORKERS COMPENSA - Total For Parks - Parks Maint.</i>			<i>\$1,135.00</i>
WY. WORKERS COMPENSA	Rec Center - Classes	Acct #09-81184-0-07	\$370.00
<i>WY. WORKERS COMPENSA - Total For Rec Center - Classes</i>			<i>\$370.00</i>
<b>WY. WORKERS COMPENSA - ALL DEPARTMENTS</b>			<b>\$1,272.87</b>

## WYOMING COUNTY OFFIC

WYOMING COUNTY OFFIC	City Council	2023 WACO Sponsorship	\$2,000.00
WYOMING COUNTY OFFIC - Total For City Council			\$2,000.00
WYOMING COUNTY OFFIC - ALL DEPARTMENTS			\$2,000.00

## WYOMING FINANCIAL PR

WYOMING FINANCIAL PR	General Fund Revenue	Refund For Overpayment On Property Tax	\$12,306.73
WYOMING FINANCIAL PR - Total For General Fund Revenue			\$12,306.73
WYOMING FINANCIAL PR - ALL DEPARTMENTS			\$12,306.73

## WYOMING FIRST AID &

WYOMING FIRST AID &	Balefill - Disposal & Landfill	First Aid/ Safety supplies for Cabinets on facil	\$290.06
WYOMING FIRST AID & - Total For Balefill - Disposal & Landfill			\$290.06
WYOMING FIRST AID &	Balefill - Diversion & Special	First Aid/ Safety supplies for Cabinets on facil	\$290.05
WYOMING FIRST AID & - Total For Balefill - Diversion & Special			\$290.05
WYOMING FIRST AID &	Metro Animal Shelter	First Aid Supplies	\$79.41
WYOMING FIRST AID & - Total For Metro Animal Shelter			\$79.41
WYOMING FIRST AID &	Police Administration	First Aid Supplies	\$282.88
WYOMING FIRST AID & - Total For Police Administration			\$282.88
WYOMING FIRST AID &	Refuse - Residential	First Aid/ Safety supplies for Cabinets on facil	\$290.05
WYOMING FIRST AID & - Total For Refuse - Residential			\$290.05
WYOMING FIRST AID & - ALL DEPARTMENTS			\$1,232.45

## WYOMING MACHINERY CO

WYOMING MACHINERY CO	Refuse Revenue and Transfer		\$1,823.99
WYOMING MACHINERY CO - Total For Refuse Revenue and Transfers			\$1,823.99
WYOMING MACHINERY CO - ALL DEPARTMENTS			\$1,823.99

## WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	Streets	Ear muffs for PPE	\$80.00
WYOMING SAFETY SUPPL - Total For Streets			\$80.00

<b>WYOMING SAFETY SUPPL - ALL DEPARTMENTS</b>	<b>\$80.00</b>
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## WYOMING SIGNS LLC

WYOMING SIGNS LLC	Public Transit - Operations	Bus Wrap	\$9,724.05
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<i>WYOMING SIGNS LLC - Total For Public Transit - Operations</i>			<i>\$9,724.05</i>
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<b>WYOMING SIGNS LLC - ALL DEPARTMENTS</b>	<b>\$9,724.05</b>
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## WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Baler Processing	Square steel tubing FOR BALER BDLG	\$171.45
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<i>WYOMING STEEL &amp; RECY - Total For Balefill - Baler Processing</i>			<i>\$171.45</i>
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WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Freon removal & technician check	\$2,100.00
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<i>WYOMING STEEL &amp; RECY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,100.00</i>
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<b>WYOMING STEEL &amp; RECY - ALL DEPARTMENTS</b>	<b>\$2,271.45</b>
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## WYOMING WORK WAREHOU

WYOMING WORK WAREHOU	Metro Animal Control	MEN'S,WOMENS'AND CHILDREN'S UNIFORM	\$74.99
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<i>WYOMING WORK WAREHOU - Total For Metro Animal Control</i>			<i>\$74.99</i>
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<b>WYOMING WORK WAREHOU - ALL DEPARTMENTS</b>	<b>\$74.99</b>
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## XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Copy Machine/Printer Usage - Office Supplie	\$197.75
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<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$197.75</i>
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<b>XEROX CORPORATION - ALL DEPARTMENTS</b>	<b>\$197.75</b>
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## Z&M ENTERPRISE LLC

Z&M ENTERPRISE LLC	WWTP Operations	Vent screws for UV	\$100.00
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<i>Z&amp;M ENTERPRISE LLC - Total For WWTP Operations</i>			<i>\$100.00</i>
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<b>Z&amp;M ENTERPRISE LLC - ALL DEPARTMENTS</b>	<b>\$100.00</b>
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## ZONAR SYSTEMS INC

ZONAR SYSTEMS INC	Balefill - Disposal & Landfill	Samsung Tablet for new landfill pickup truck	\$1,043.98
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<i>ZONAR SYSTEMS INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,043.98</i>
ZONAR SYSTEMS INC	Refuse - Residential	Splitter CABLES FOR ALL 2023 LR MACKS	\$516.98
<i>ZONAR SYSTEMS INC - Total For Refuse - Residential</i>			<i>\$516.98</i>
<b>ZONAR SYSTEMS INC - ALL DEPARTMENTS</b>			<b>\$1,560.96</b>

<b>CITYWIDE BILLS AND CLAIMS TOTAL</b>	<b>\$5,213,253.70</b>
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I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

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

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

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

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
09/05/23

**Additional Accounts Payable**

<b><u>08/10/23</u></b>	<b>Prewrits - Travel Reimbursements &amp; Sales Tax</b>	
	Jeremy Tremel - Travel Reimbursement	284.93
	Keith McPheeters - Travel Reimbursement	278.63
	State of Wyo - Dept. of Revenue - Sales tax	2,902.93
		<u>3,466.49</u>
<b><u>08/17/23</u></b>	<b>Prewrits - Travel Reimbursements</b>	
	Patrick Marsh - Travel Reimbursement	1544.97
	Gary Clough - Travel Reimbursement	1449.01
	Jason Wittler - Travel Reimbursement	379.50
	Cody Meyers - Travel Reimbursement	339.25
	Kellan Stenhaus - Travel Reimbursement	379.50
	Andrew Lincowski - Travel Reimbursement	958.22
	Jon Schlager - Travel Reimbursement	339.25
	Ryan Dabney - Travel Reimbursement	66.85
		<u>5,456.55</u>
<b><u>08/24/23</u></b>	<b>Prewrits - Travel Reimbursements, Petty Cash &amp; AP Vendor</b>	
	Garrett Crotty - Travel Reimbursement	533.60
	Jill Johnson - Travel Reimbursement	857.28
	First Interstate Bank - Petty Cash (Muni Court)	10.00
	Municipal Emergency Services - SCBA Parts	12,911.11
		<u>14,311.99</u>
<b>Total Additional AP</b>		<b><u>\$ 23,235.03</u></b>


**Payroll**


<b><u>08/17/23</u></b>	<b>Fire Payroll</b>	
	Salary & Wages	146,637.58
	Internal Revenue Service	30,181.91
	NCPERS Group	64.00
	Wyoming Retirement System	55,964.04
	State of Wyoming Workers Comp	4,047.89
	State of Wyoming Employee Benefits Insurance	56,327.65
	ICMA Retirement	5,083.74
	Orchard Trust Retirement	8,165.00
	Reliastar Life Insurance-Accident/Voya	33.86
		<u>306,505.67</u>
<b><u>08/17/23</u></b>	<b>City Payroll</b>	
	Salary & Wages	1,006,729.73
	Other Employee Liabilities	3,251.60
	Internal Revenue Service	270,073.89
	NCPERS Group	592.00
	Wyoming Retirement System	233,307.21
	State of Wyoming Workers Comp	25,005.01
	State of Wyoming Employee Benefits Insurance	376,477.26
	ICMA Retirement	24,845.09
	Lincoln National Life Insurance	131.85
	Orchard Trust Retirement	1,990.00
	Reliastar Life Insurance-Accident/Voya	1,448.86
		<u>1,943,852.50</u>
<b><u>08/30/23</u></b>	<b>Fire Payroll</b>	
	Salary & Wages	151,006.44
	Internal Revenue Service	118 29,148.81

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
09/05/23

Wyoming Retirement System	55,948.83
State of Wyoming Workers Comp	3,983.84
Orchard Trust Retirement	<u>5,105.00</u>
	245,192.92
<b>Total Payroll</b>	<b><u>\$ 2,495,551.09</u></b>
<b>Addendum Total</b>	<b><u>\$ 2,518,786.12</u></b>

August 8, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Jill Johnson, Financial Services Director   
Pete Meyers, Financial Management Analyst

SUBJECT: Establishing September 19, 2023, as the Public Hearing Date for Adoption of Fiscal Year 2024 Budget Amendment #1

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, establish September 19, 2023, as the date of public hearing for consideration of the adoption of the Fiscal Year 2024 Budget Amendment #1.

**Summary**

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2024 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish September 19, 2023, as the public hearing date for the consideration and adoption of the 1<sup>st</sup> amendment to the Fiscal Year 2024 budget.

**Financial Considerations**

None


**Oversight/Project Responsibility**



Jill Johnson, Financial Services Director

**Attachments**

None

August 11, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Approving Amendments to the Liquor License Code Sections, 5.08.150, and 5.08.390.

Meeting Type & Date

Regular Council Meeting  
September 5, 2023

Action type

Public Hearing  
1<sup>st</sup> Reading

Recommendation

That Council, by ordinance, review and adopt, amendments to “An ordinance updating and amending chapter 5.08 of the Casper Municipal Code, including sections: 5.08.150, & 5.08.390.

Summary

During the last Legislative Session, the State amended Wyoming State Statutes §12-4-413 regarding Bar and Grill Liquor Licenses. This recent change amended the population formula for Bar and Grill allocations. Under the previous version of the statute, the City of Casper was issued 13 Bar and Grill Liquor Licenses. Under the amended statute, as of July 1, 2023, the city is allowed 19 Bar and Grill Liquor Licenses. This means that as of July 1, there are 6 available licenses. In 2028, the formula will change again and allow for a total of 27 Bar and Grill liquor licenses.

Another change made to this license type is with regard to the requirements for the revenues of the business. One of the requirements for a bar and grill liquor license was the primary source of revenue shall be derived from food service and not from the sale of malt or alcoholic beverages in a 60-40% split. This restriction has been changed to include entertainment in addition to food. This can be from food services, entertainment, or any combination of food and entertainment. Entertainment is defined by the state statute §12-1-101 as any activity designed to provide diversion or amusement, regardless of the age required for the activity. “Entertainment” shall not include adult entertainment as defined by the local licensing authority, or gambling.

Financial Considerations

Bar and Grill liquor licenses are \$10,500 for the first year and \$3,000 each year after.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Proposed ordinance to amend and adopt modifications to Code Sections, 5.08.150 & 5.08.390 as amended.

ORDINANCE NO. 16-23

AN ORDINANCE UPDATING AND AMENDING  
CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE,  
INCLUDING SECTIONS 5.08.010 & 5.08.340

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

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

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

WHEREAS, the Casper Municipal Code regarding alcoholic beverages requires updating from time to time; and,

WHEREAS, In July of 2023, the State Statute was amended to include entertainment revenue in the the requirement for bar and grill liquor licenses, so that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months of operation of a licensed bar and grill be derived from food services, entertainment, or a combination of food services and entertainment.

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

**5.08.010 Definitions.**

As used in this chapter:

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

premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. "Building" means a roofed and walled structure built or set in place for permanent use.
6. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American National Fraternal Organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American Fraternal Organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
  - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
  - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
  - f. Club does not mean college fraternities, sororities or labor unions.



7. "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.
8. "Division" means the Wyoming Liquor Division.
9. "Entertainment" means any activity designed to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment, defined as a "sexually oriented business" by this code, or gambling.
109. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
110. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
121. "Licensee" means a person holding a:
- a. Retail liquor license;
  - b. Limited retail liquor license;
  - c. Resort liquor license;
  - d. Twenty-four hour malt beverage permit
  - e. Restaurant liquor license;
  - f. Catering permit;
  - g. Special malt beverage permit;
  - h. Bar and grill liquor license;
  - i. City-issued satellite manufacturer's permit;
  - j. Microbrewery permit;
  - k. Winery permit;
  - l. Winery satellite permit;
  - m. Special malt beverage permit for events conducted at rodeo arenas issued pursuant to Wyoming Statutes Section 12-4-507.
132. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
134. "Local licensing authority" means the city council of Casper, Wyoming.
154. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
165. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.

176. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
187. "Microbrewery" is a commercial enterprise as defined by Wyoming Statutes Section 12-1-101(a)(xix).
198. "Operational," for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.
209. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
201. "Person" includes an individual person, partnership, corporation, limited liability company or association.
212. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
232. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.
243. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
254. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
265. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
276. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.
287. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.
298. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the state of

Wyoming, Natrona county or the city of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.

3029. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

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

#### **5.08.340 Bar and grill liquor license issuance, council authority, criteria, and restrictions.**

- A. Subject to availability, restaurants, as defined by ~~subsection 19 of Section 5.08.010 of this chapter, or establishments providing entertainment,~~ may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:
1. The location of the proposed business is in an area:
    - a. In need of redevelopment;
    - b. Officially designated as an urban renewal area; or
    - c. That has been identified as being under served by food and beverage services.
  2. The issuance of the license will contribute to economic development goals or purposes of the city.
  3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
  4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.
- B. Bar and grill licenses shall be subject to the provisions of ~~Sections 5.08.310 and 5.08.330(D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses,~~ and shall comply with the following:
- (i) An applicant for a bar and grill liquor licenses shall satisfy the city council that not less than sixty percent (60%) of gross sales revenue from the operation of the bar and grill to be licensed will be derived from food services, entertainment or a combination of food services and entertainment and not from the sale of alcoholic or malt beverages.

(ii) When renewing a bar and grill liquor license, the city council shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months of operation of a licensed bar and grill were derived from food services, entertainment, or a combination of food services and entertainment.

(iii) The city council shall consider the type, level and appropriateness of food services and entertainment sales proposed in each application when determining whether to issue or renew a bar and grill license.

(iv) Upon application for license renewal, a license holder shall submit an annual report to the city council, upon a form approved by city council, on the sales of the licensed bar and grill. The report shall contain the annual gross sales figures of the bar and grill and shall separate the gross sales figures into the following three (3) categories:

(A) Food service sales;

(B) Alcoholic and malt beverage sales;

(C) Entertainment Sales.

C. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330(F) of this chapter.

DE. A "Bar and grill" licensee must have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

ED. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.

EF. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor

August 28, 2023

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

**FROM:** Eric K. Nelson, City Attorney   
Keith McPheeters, Police Chief

**SUBJECT:** An Ordinance Amending Chapter 6.04 of the Casper Municipal Code regarding the establishment of a trial trap-neuter-return program.

**Meeting Type & Date:**  
Regular Council Meeting  
September 5, 2023

**Action type:**  
Public hearing and first reading.

**Recommendation:**  
That City Council conduct the public hearing and first reading of “An Ordinance Amending Chapter 6.04 of the Casper Municipal Code.”

**Summary:**  
Metro Animal Services has identified an influx of feral cat colonies in our community, and complaints associated therewith, and wishes to implement a trial, trap-neuter-return (“TNR”) program with the goal of reducing the number of feral cats in our community. TNR programs have been widely adopted as industry best practices relating to the control of feral cat colony populations.

At the July 11, 2023, Work Session, and August 1, 2023, Council Meeting, City Council received information and a proposed resolution regarding the opportunity to establish a trial TNR program. At the August 15, 2023, Council Meeting, City Council was advised by staff that the Municipal Code needed to be amended to align with the objectives of a TNR program. City Council requested staff to draft an ordinance that would facilitate the implementation and maintenance of a trial TNR program. Find attached a copy of the proposed ordinance.

The proposed ordinance, if passed, authorizes and establishes the guidelines of a TNR program. The ordinance does not require the City to operate, finance or facilitate the operation of a TNR program. Some of the processes/requirements of a trial TNR program under the proposed ordinance are:

- TNR is the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning feral cats to the location where the feral cat was trapped, or an alternate location as designated by Metro Animal Services.

- Eartipping is the process of removing one-quarter inch tip of the feral cat's left ear, performed while the feral cat is under anesthesia, to identify the feral cat as being sterilized and lawfully vaccinated for rabies.
- TNR program initiatives are required to be carried out by licensed veterinarians or Metro Animal Services.
- Organizations or persons harboring feeding, or lodging feral cats, are empowered to reclaim impounded feral cats without proof of ownership.

Metro Animal Services is hoping to work together with community organizations, private donors, and other groups or entities that are able to provide services, equipment, and other methods of financial support to facilitate a trial TNR program initiative.

**Financial Considerations:**

Funding sources concerning the trial TNR program are not allocated at this time.

**Oversight/Project Responsibility**

Keith McPheeters, Chief of Police  
Ryan Dabney, Police Captain  
Eric K. Nelson, City Attorney

**Attachments**

Proposed Ordinance



## ORDINANCE NO. 17-23

### AN ORDINANCE AMENDING CHAPTER 6.04 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 Metro Animal Services has identified an influx of feral cat colonies in our community, and complaints associated therewith, and desires to implement a trial, trap-neuter-return program with the goal of reducing the number of feral cats in our community; and,

WHEREAS, trap-neuter-return programs have been widely adopted as industry best practices relating to the control of feral cat colonies and populations; and,

WHEREAS, to facilitate the implementation of a trial trap-neuter-return program, the Casper Municipal Code needs modified to align with the objectives of the trial program.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: the following sections of Chapter 6.04 of the Casper Municipal Code are hereby amended or added and shall be codified with Chapter 6.04 of the Casper Municipal Code as follows:

#### **6.04.010 Definitions.**

When used in this Chapter, words have their common meaning and in addition the following words, terms, and phrases, and their derivations have the following meanings:

1. "Abandon" means a person leaves an animal on public or private property without permission to ensure proper care and supervision. An animal that is left in the Metro Animal Shelter for seven (7) working days, shall be deemed abandoned.
2. "Aggressive Animal" means:
  - A. Any animal not on the owner of the animal's property, that has attacked a domestic animal or livestock in such a manner that resulted in physical contact between the animals not necessarily requiring medical treatment to either animal, or;
  - B. Any animal that has chased, approached or otherwise interacted with a human being, domestic animal or livestock in an intimidating or aggressive manner.

These behaviors shall be prima facie evidence that an animal(s) is aggressive and there is a rebuttable presumption that the animal(s) is aggressive.

3. "Altered" means neutered; spayed or castrated.



4. "Animal" means any live vertebrate creature, domestic or wild.
5. "Animal control district" means the City of Casper, Wyoming.
6. "Animal protection officer" means any person designated by the director as a special municipal officer who is qualified to perform such duties under this chapter and the laws of this state.
7. "Animal services shelter" means any facility operated by a municipal agency, or its authorized agents, for the purpose of housing, impounding or caring for animals held under the authority of this chapter or state law.
8. "At large."
  - a. The definition of "at large" in this Chapter, is subject to and subservient to Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals. For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are violations also of the "at large" provisions of this Chapter.
  - b. i. A non-vicious, non-dangerous animal is deemed "at large:"
    - (a) If it is off the owner's property and not leashed or in an enclosed carrier; or,
    - (b) If it is on the owner's property and not under the direct supervision of the owner or not confined to the extent that the animal cannot leave the boundaries of the property; examples of confinement are by use of fencing or other secure enclosures, or by tethering.
  - b. ii. A non-dangerous or non-vicious animal shall not be considered "at large" when held and controlled by a person by means of a leash or chain of proper strength and length to control the action of the animal, or while confined within a vehicle. If the animal within a parked vehicle can extend its entire head outside the enclosed cabin compartment of the vehicle or beyond the side of a truck bed, that animal shall be deemed at large.
  - b. iii. A non-dangerous or non-vicious dog is not considered to be at large if within the interior of designated areas which permit dogs to be off leash, as established by the City of Casper.
  - b. iv. Under any circumstance, on a City-owned Golf Course.
9. "Attack" means an aggressive or violent action against a person or animal. If the animal being accused of an attack, was responding to an aggressive or violent action by a person or animal not on the person's property, or the animal owner's property, this circumstance should be considered as a possible mitigating factor by the Court.
10. "Cage and aviary birds" means those exotic, captive-reared birds, such as parrots, exotic finches, and canaries, which are adapted to live and breed in a cage. For the purpose of this chapter, the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.

11. "Cat" A member of the feline family and shall not include feral cats, exotic wild cats, wild species of this family, or hybrids thereof.
12. "Chicken" a domestic fowl kept for its production of eggs and meat.
13. "Circus" means any nonresident, variety show which features animal acts.
14. "City-county health officer" means a representative of the Natrona County-City of Casper Health Department, or a health official designated by the Casper City Manager.
15. "Clean" means:
  - A. The premises are free of feces and urine as to not cause offensive odors or unsanitary conditions in the enclosure(s), yard or surrounding areas.
  - B. Does not draw in flies or insects to the area and/or resulting in injury or illness to the animal(s).
  - C. The area is free of physical hazards and/or risks to the animal(s). (i.e. excessive items cluttering the property, broken or sharp objects.)
16. "Commercial animal establishment" means any pet store, grooming shop, auction, riding school or stable, circus performing animal exhibition, kennel, or other establishment in which animals are used for commercial purposes.
17. "Commercial purpose" means the keeping of animals for the purpose of profit or remuneration.
18. "Control" means an animal which:
  - a. Is under a physical restraint so as to not be allowed to engage a passerby or other animal; such as on a leash or in an enclosed carrier.
19. "Dangerous animal" means any animal which, under the totality of circumstances, ~~which~~ poses an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous animal shall include, but not be limited to, aggressive lunging, growling, snarling, nipping, and baring teeth.
20. "Direct supervision" as used in the definition of "at large," above, means: The owner of the animal is in the same area as the animal and not separated by any barrier; the owner must be able to immediately see and effectively call and manage the animal.
21. "Director" means the City Manager or his/her designee.
22. "Dog" A member of the canine family, but shall not include wild species of this family, or any hybrid thereof.
23. "Domesticated animals" means those individual animals which have been made tractable or tame.
24. "Ear-tipping" means the removal of the one-quarter-inch tip of a feral cat's left ear, performed while the feral cat is under anesthesia, to identify the feral cat as being sterilized and lawfully vaccinated for rabies.

254. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and facilities of every kind where fowl, livestock or pets are penned, fed and/or protected from the weather. This shall not be interpreted to include a grazing area.
265. "Feral Cat" means a cat that lives outdoors and has little or no human contact other than feeding, and no person claiming any aspect of ownership can be reasonably located. It does not allow itself to be handled or touched by humans and will run away if able. It typically remains hidden from humans, although some feral cats become more comfortable with people who regularly feed them. Even with long-term attempts at socialization, feral cats usually remain fearful and avoidant of humans.
276. "Feral Dog" means a dog that lives outdoors, has little or no human contact other than being fed by humans, and typically does not allow itself to be handled or touched by humans. No person claiming any aspect of ownership in the animal can be reasonably located.
287. "Fowl" includes feathered animals, regardless of age, excluding parrots and chickens.
298. "Grooming shop" A commercial establishment where animals are bathed, clipped, or otherwise groomed.
3029. "High Risk Rabies Vector" means raccoon, skunk, fox, coyote and bat.
310. "Impound" means to place an animal in the Metro Animal Shelter, or the taking into custody of an animal.
321. "Isolation facility" means any place specified by the Director or his/her designee which is equipped with a pen or cage which isolates an animal from contact with other animals.
332. "Kennel" or "cattery" means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, or any residence or property on which is maintained more than three dogs and three cats more than six months of age. It is illegal to maintain a kennel or cattery contrary to the terms of this code, in a zone or location in which a kennel or cattery is not permitted.
343. "License" means permission issued by the Director, or his/her designee, authorizing the holder to keep a dog or cat. An identification tag shall be issued for each animal licensed. A valid rabies vaccination is required to obtain a license.
354. "License Tag" means a tag of a design prescribed by the Director, or his/her designee, which bears the corresponding number of the dog or cat's license.
365. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license to practice their profession in the state in which they practice.
376. "Licensing authority" means Metro Animal Services (MAS).
387. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.

398. "Local Rabies Control Authority" The Metro Animal Protection Supervisor, as appointed by the Casper Chief of Police.

409. "MAS" means Metro Animal Services.

410. "Microchip" means an identifying, integrated circuit which is placed under the skin of an animal and which, when scanned or activated by a microchip reading device, identifies the microchip's number, thereby facilitating the identification and ownership of the animal in which the microchip has been placed.

421. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control over an animal. Proof that a person is in control of a premise where an animal is usually kept, harbored or maintained shall establish a prima facie presumption that such person is the owner of such animal.

432. "Parrot" means Aany of numerous tropical and semi-tropical birds of the order of Psittaciformes, characterized by short hooked bills, brightly colored plumage, and, in some species, the ability to mimic human speech.

443. "Pen or corral" An enclosure in which livestock are kept.

454. "Performing animal exhibition" Any spectacle, display, act or event, other than circuses, in which performing animals are used.

465. "Pet" Any animal normally kept for pleasure, rather than utility, and excluding those defined as fowl, livestock or wild by this code.

476. "Pet shop" Any person, partnership or corporation, whether operated separately or in connection with another business enterprise, that buys, sells or boards any species of pets.

487. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled by one or more persons, partnership, corporation or government agency.

498. "Proper shelter" means a structure with three (3) sides, a top and a bottom, or a commercially manufactured structure, which includes an igloo styled house, designed and marketed to protect animals from outside elements. The shelter must have adequate ventilation and drainage which allows the animal to enter, stand, turn around and lie down in a natural manner. It shall be placed on the owner's premises to effectively protect the animal from outside elements. Proper shelter includes circumstances where if the animal is provided at will access to inside the care taker's residence or the animal has access to a structure through a commercial or homemade "dog door".

5049. "Public nuisance" means any animal is considered a public nuisance if it:

- a. Trespasses on school grounds; or,
- b. Damages private or public property; or,
- c. Interferes with passersby or a passing vehicle, to include bicycles; or,
- d. Either individually or in concert, barks, whines, howls or otherwise makes noise in an excessive, continuous or untimely fashion; or,
- e. Interferes with the delivery of U.S. Mail or other delivery services; or,



- f. Causes garbage which was previously placed in garbage or refuse container(s) to be strewn or deposited on private or public property.
519. "Quarantine" means ~~To~~ to detain and isolate due to suspected zoonosis or other communicable disease, or when otherwise needed maintain in the interest of public health and safety.
521. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that an animal is vaccinated against rabies, and which includes the date of immunization, the date that the immunization expires, and the type of vaccine used.
532. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.
543. "Sanitary" Any condition of good order and cleanliness.
554. "Service Animal" means an animal as defined in 28 C.F.R. 35.104 and 28 C.F.R. 36.104, including a domesticated trained dog, that is owned in order to assist an individual with a disability. Examples of service animals are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button. Emotional support animals and comfort animals are not service animals. The work or tasks performed by a service animal must be directly related to the individual's disability. To be a service animal, there is no requirement for certified documentation of training or designation; it is the task for which the animal provides disability assistance which is determinative of whether an animal is a "service animal". ~~Conversely a~~ doctor's letter does not turn an animal into a service animal.
565. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure, including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar structure or object, by any means, including, but not limited to, a chain, rope, cord, leash, or running line. "Tethering" shall not include using a leash to walk a dog.
57. "Trap-neuter-return" or "TNR" means the process of humanely trapping, sterilizing, vaccinating for rabies, ear-tipping, and returning feral cats to the location from which the feral cat was trapped, or an appropriate, alternate location as determined by Metro Animal Services.
586. "Ungulate" means a hoofed mammal.
597. "Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for health maintenance, surgery, wellness program, boarding, diagnosis and treatment of diseased and injured animals.
6058. A "vicious animal" means:

- a. Any animal~~(s)~~ which has attacked a human being resulting in injury or death.
- b. Any animal~~(s)~~ who, while in a place it is not legally entitled to be, attacks or has attacked a domestic animal or livestock in such a manner that it results or resulted in death or injury which subsequently results or resulted in a visit to a licensed veterinarian.
- c. The animal's conduct is that of an "aggressive animal" and the animal has previously been declared an "aggressive animal".

These behaviors shall be prima facie evidence that an animal(s) is vicious and there is a rebuttable presumption that the animal(s) is vicious.

~~6159.~~ "Wild animal" or "exotic pet" means any live monkey (non-human primate), raccoon, skunk, fox, snake, leopard, panther, tiger, lion, lynx, coyote, wolf, crocodilian, any monitor exceeding three (3) feet in overall length, or any animal which can normally be found in the wild state, or any hybrid thereof. Venomous and poisonous animals shall be prohibited in the city limits of Casper, regardless of species or purpose.

~~620.~~ "Working day" means a day that the Metro Animal Services Shelter is open to the public.

~~631.~~ "Zoological garden" means any facility, other than a pet shop or kennel, displaying or exhibiting one or more of non-domesticated animal(s) by a person, partnership, corporation or government agency.

#### Section 6.04.045 Trap-neuter-return program; implementation and process:

A. Trap-neuter-return program initiatives shall be permitted, and licensed veterinarians and Metro Animal Services are permitted to carry out trap-neuter-return programs.

B. An ear-tipped, feral cat received by an Animal Services Shelter will be returned to the location from which it had been trapped, provided the feral cat's medical condition is conducive to its return to the trapped location. A trapped, ear-tipped, feral cat will be released on site, provided that the feral cat's medical condition is conducive to release back into its environment.

C. Keepers of feral cats are empowered to reclaim impounded feral cats without proof of ownership.

D. In order to facilitate the implementation and maintenance of a trap-neuter-return program, Metro Animal Services, or the City, may partner with appropriate community organizations, non-profit organizations, private donors, and other such entities, groups, or persons to provide trap-neuter-return services, equipment, medical services, or other methods of financial support or cost-sharing assistance.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day  
of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:


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


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

September 5, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a Resolution certifying the Annexation of 4.78-acres, more or less, to create the JTL Group Inc. Addition Subdivision, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, September 5, 2023.

Action Type:

Resolution and Public Hearing

Recommendation:

That Council, by Resolution, accept the Annexation Report/Study, and determine that the Annexation of 4.78-acres, more or less, to create the JTL Group Inc. Addition Subdivision, complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report/study prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been received for an annexation, plat, and zone change to create the JTL Group Inc. Addition Subdivision, located at 1461 Bryan Stock Trail. The property in question is 4.78-acres, more or less, and is occupied by the Knife River company. The requested zoning for the property is C-4 (Highway Business). The property is contiguous, on its west side, to the existing Casper City limits along Bryan Stock Trail. Existing land uses in the area are a mix of industrial and park/open space. The proposed subdivision consists of a single lot, and the applicant's stated reason for wanting to annex the property into the City is to obtain public utilities (water and sewer) for the property. According to the applicant, the property suffers from environmental conditions that preclude the use of water wells. The property is developed, located in proximity to properties currently receiving City services, and the provision of water and sewer will benefit the City, as well as the property owners, by alleviating environmental contamination concerns.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).



Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexation applications.

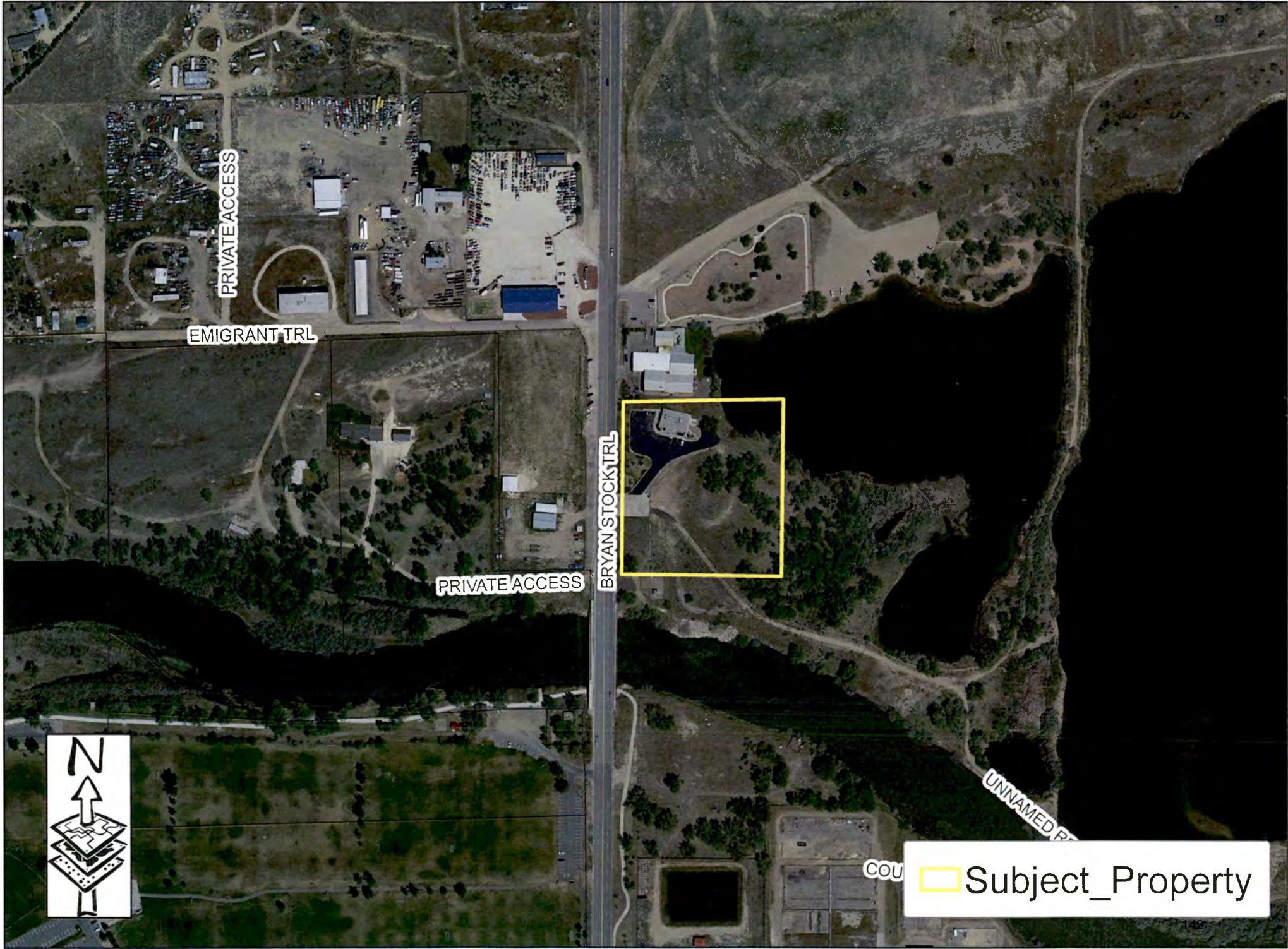
Attachments:

Location Map (Aerial)

Resolution

Annexation Report/Study

Proposed JTL Group Inc. Addition



ANNEXATION OF THE JTL GROUP INC.  
ADDITION SUBDIVISION

2023 ANNEXATION REPORT

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial considerations of annexing properties into the City of Casper.

## BACKGROUND INFORMATION / DESCRIPTION OF AREA

Application has been received for an annexation, plat and zone change to create the JTL Group Inc. Addition, located at 1461 Bryan Stock Trail. The property in question is 4.78-acres, more or less, and is occupied by the Knife River company. The requested zoning for the property is C-4 (Highway Business). The property is contiguous, on its west side, to the existing Casper City limits along Bryan Stock Trail. Existing land uses in the area are a mix of industrial and park/open space. The proposed subdivision consists of a single lot, and the applicant's stated reason for wanting to annex the property into the City is to obtain public utilities (water and sewer) for the property. According to the applicant, the property suffers from environmental conditions that preclude the use of water wells and septic systems. The property is developed, located in proximity to properties currently receiving City services, and contiguous with the Casper City limits.

For the purpose of analysis within this report, the following assumptions/calculations have been utilized: *All valuations and tax information were derived from public information available on the Natrona County Assessor's website.*

▪ Estimated Population increase	0 (2.36 persons per household x 0 Dwellings)
▪ Yearly sales tax revenue for City	\$0 (\$566 x 0 residential population)
▪ 2023 Market Value	\$1,711,477 (approx.)
▪ 2023 Assessed Value	\$162,590 (approx.)
▪ Yearly property tax revenue (@ 8 mills)	\$1,300 (approx. City portion)
▪ Area within designated Growth Boundary	Yes
▪ Potential building permit revenue	\$0 (no additional buildings proposed)
▪ Transit/Bus	Property not located in proximity
▪ Municipal Code Compliance	Existing office is permitted
▪ Proposed zoning classification	C-4 (Highway Business)

## DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. The property is occupied by a business/office, no new public streets are proposed, and utilities are located in proximity to the property.

## STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:



- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Economics and Sources of Revenue" section below for tax information).*
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

#### **COMPLIANCE WITH W.S. 15-1-402.**

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following specific reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is surrounded by, and immediately adjacent to, properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.

4. The annexation of the area is contiguous with, and adjacent to, the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

#### **SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.**

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the nine (9) departments or divisions that provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs.

The relative service costs for City services were derived by dividing each department's/division's FY 2024 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 21,000 residential properties/accounts and 2,000 commercial properties/accounts, **for an estimated total of 23,000 properties/accounts in Casper.** This analysis is only intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis; however, does not suggest ACTUAL costs that are being incurred by the City, unless specifically noted as such, but rather, attempts to measure the relative impact of the annexation, based on existing budgets and the number of lots/properties served. Typically, annexation reports also provide a secondary method of estimating costs based on population rather than the number of properties/accounts in Casper. In this particular case, the secondary method of estimating costs has not been included because the property is commercial, and will not result in an increase in population. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, are useful to illustrate the conceptual financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and if new

streets are constructed/improved, or if new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these continuing costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

*Below are some examples of general development/maintenance costs for public streets:*

- \$600 per lineal foot – Cost to build a standard City street is approximately \$3M per lane mile and includes curb, gutter, sidewalk, streetlights, asphalt, etc. *(Source: City Engineering Division, April, 2023)*
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. *(Source: City Engineering Division)*

➤ Expected routine maintenance includes:

- Year 2 – Crack Sealing
- Year 5 – Chip Seal and Crack Seal
- Year 7 – Crack Sealing
- Year 10 – Major Repair/Patching
- Year 13 – Crack Seal
- Year 15 – Chip Seal and Crack Seal
- Year 20 – Reconstruction

#### **POLICE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Police Department provides law enforcement services, which consist of answering calls for service, and patrolling City properties. Based on the total budget for the Police Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Police Department services is approximately \$789 per property *(\$18,154,173 FY-24 Police Department budget, divided by 23,000 properties/accounts in the City)*. This annexation is adding a single lot/property; therefore, the total estimated cost of this annexation would be \$789 *(1 lot x \$789)*.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this

annexation. Police services will be available immediately upon the completion of the annexation.

#### **FIRE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Fire Department services is \$532 per property (*\$12,232,441 FY-24 Fire Department budget, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation would be \$532 (*1 lot x \$532*).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

#### **STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the combined total budget for the Street and Traffic Divisions, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Street and Traffic Division services is \$174 per property (*\$4,011,820 FY-24 Street/Traffic budget, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation would be \$174 (*1 lot x \$174*).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:**

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is entirely self-funded through various fees.

The City will not incur any capital costs associated with providing water or sewer service to the area because the annexation is located in an infill area, adjacent to existing utility lines. All City costs to provide water and sewer service to an area should be equal to revenues generated.



### **SANITATION DIVISION COST OF PROVIDING SERVICE:**

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs typically equal the revenues generated. Sanitation service will be available immediately upon the completion of the annexation of the area.

### **PARKS DIVISION COST OF PROVIDING SERVICE:**

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Parks Division services is \$82 per property (*\$1,882,683 FY-24 Parks Division budget, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation is \$82 (*1 lot x \$82*).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

### **COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Community Development Department services is \$65 per property (*\$1,493,843 FY-24 Planning/Code Enforcement budget, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation is \$65 (*1 lot x \$65*).

The Community Development Department will not need to make any changes that will involve additional costs to the City, as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

### **ENGINEERING DIVISION COST OF PROVIDING SERVICE:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide

Engineering Division services is \$48 per property (*\$1,093,510 FY-24 Engineering Division budget, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation is \$48 (*1 lot x \$48*).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

### **TRANSIT COST OF PROVIDING SERVICE:**

The City of Casper operates the Public Transit service for Casper, and the surrounding towns. Transit is financed through a combination of federal grant sources, the Wyoming Department of Transportation (WYDOT) and intergovernmental agreements/matches. Services include both a fixed-route bus system and a door-to-door on-demand, paratransit service. Based on the portion of the Public Transit budget paid for by the City of Casper for FY-24, including Optional One Cent Funds, is (\$458,485), and the 23,000 properties served within the City of Casper, the estimated cost to provide Transit services is \$19 per property (*\$448,408 FY-24 Casper Match, divided by 23,000 properties*). This annexation is adding a single lot/property; therefore, the total cost of this annexation is \$19 (*1 lot x \$19*).

There will be no budgetary impact to Public Transit resulting from this annexation. Transit service is already available to all, regardless of the status of the property as incorporated, or unincorporated.

### **ECONOMICS AND SOURCES OF REVENUE**

General Fund services are funded through a number of sources, including various taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The three (3) largest sources of projected general fund revenues for the City in FY-24, accounting for approximately 83% of all projected revenues to be collected, are "Intergovernmental" (*Sales Taxes, Mineral Royalties, Gasoline Tax, Severance Tax, Gaming Revenue, Automobile Tax, and Direct Distributions*) - (\$32,440,313), "Local Taxes" - (\$6,235,890) and "License and Permits" - (\$5,602,477).

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas, in addition to ongoing property taxes. With residential annexations, the City typically sees a corresponding increase in sales tax revenue, because in Wyoming, population is used as the basis for determining tax distributions. A cost/benefit analysis is usually more favorable for the City when annexations/growth occur in infill areas, where few, if any, public infrastructure and improvements are needed to service the area, and where adjacent properties are already receiving City services.

Secondary impacts of annexation/development are not easily quantifiable, but are no less important to the community as a whole. With all development, comes construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy. The decision as to whether an annexation is appropriate or not is akin to an investment decision, in that the City, and ultimately the citizens, should only invest in development that will pay for itself over time, and ultimately result in a stronger financial position in the future.

## **CONCLUSION**

Assuming the City Council ultimately annexes the property in question; the property owners will receive the same City services that all other properties within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any capital or operational costs related to a need for additional staff, equipment or publicly funded facility expansion or infrastructure. The property being annexed consists of a single, existing commercial office building, and no further development of the parcel is anticipated. As is the case with the annexation of most commercial properties, the revenues collected by the City do not cover the cost of providing the property with City services. In this case, when there are environmental concerns, the provision of City utilities is beneficial to both the property owner, as well as the City. In addition, the projected “loss” is purely theoretical, and does not accurately represent that ACTUAL costs that the City will incur to provide the property with City services.

### Summary of Yearly Service Costs by Department/Division

General Fund Department/Division	Estimated Cost to Provide Service
Police	\$789
Fire	\$532
Streets/Traffic	\$174
Parks	\$82
Community Development	\$65
Engineering	\$48
Transit	\$19
Total Yearly Cost	\$1,709
Total 20-Year Cost	\$34,180

### Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$0
Property Tax	\$1,300
Building Permits <i>(one time)</i>	\$0

<b>Total First Year Revenue</b>	\$1,300
<b>Total 20-Year Revenue</b>	\$26,000

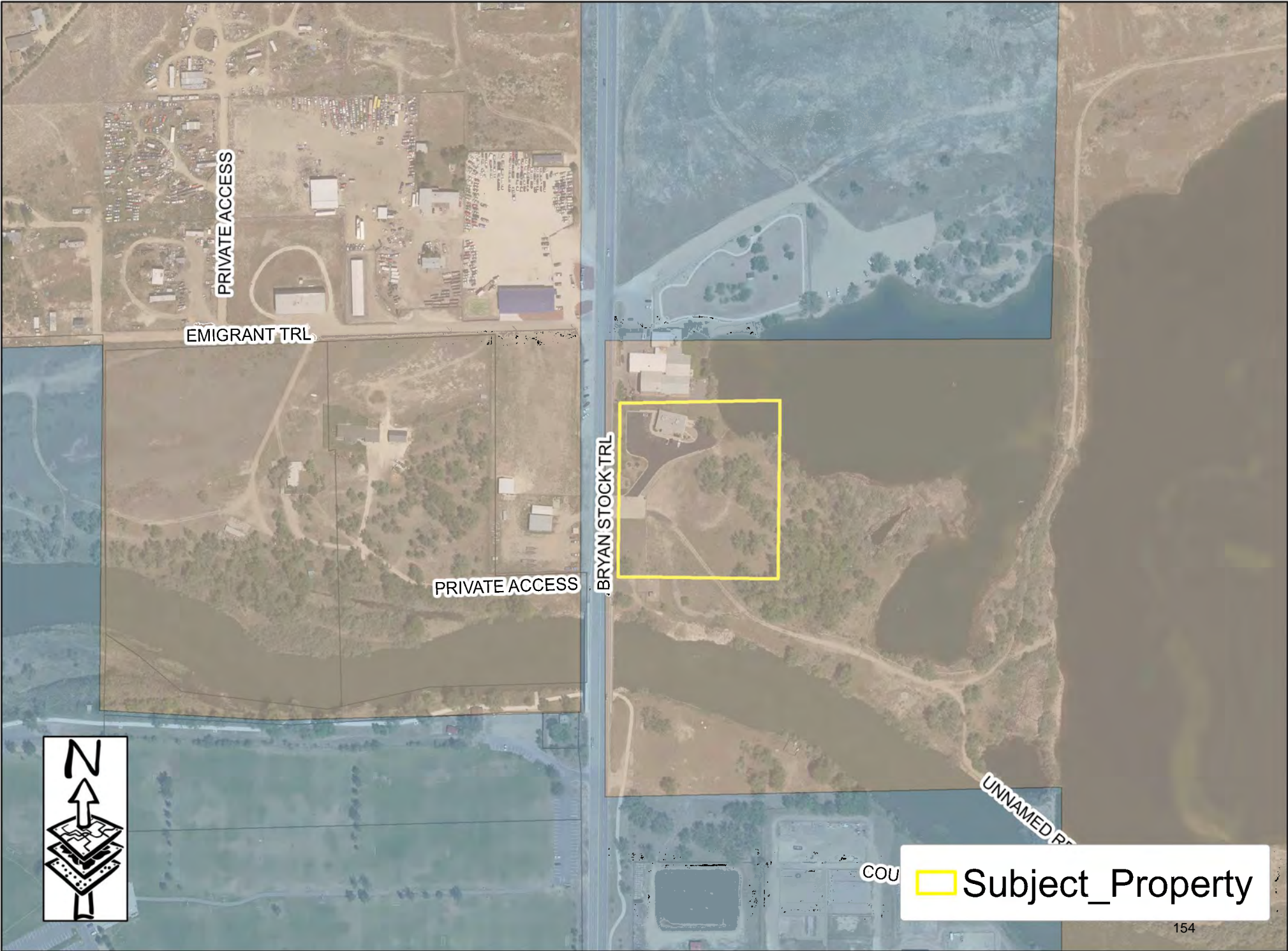
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<b>Projected 20-year yield <i>(Revenue minus Expenses)</i></b>	<b>-\$8,180 (loss)</b>
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## APPENDIX

1. VICINITY MAP OF AREA TO BE ANNEXED.
2. PETITION FOR ANNEXATION
3. PLAT
4. MOST CURRENT PUBLISHED MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY & FRANCHISEES (Certified Mail)
6. PROPERTY OWNER WITHIN 300-FEET (First Class Mail)

Proposed JTL Group Inc. Addition





## CERTIFICATION OF PETITION FOR ANNEXATION

I, Fleur D. Tremel, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of 1461 Bryan Stock Trail substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
  - a. A legal description of the area sought to be annexed;
  - b. A request that the described territory be annexed;
  - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
  - d. A map of the area.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

  
\_\_\_\_\_

Fleur D. Tremel  
City Clerk

5/10/23  
Date





# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: JTL Group, Inc. dba Knife River, Inc

ADDRESS: 1461 Bryan Stock Trail, Casper, WY 82609

TELEPHONE: 307-237-9346

EMAIL: mike.haynes@kniferiver.com

WE, THE UNDERSIGNED, HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: JTL Group Inc. Addition

ADDRESS: 1461 Bryan Stock Trail

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Portion of SW1/4SW1/4  
Section 35, T.34., R.79W.

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 4.78 Acres

NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: UA- County

PROPOSED ZONING: C4

PRESENT LAND USE: Office Building

PROPOSED LAND USE: Office Building

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: ☒ YES ☐ NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: 

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 05/08/23

### SUBMIT TO:

Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
E-mail: ccollins@casperwy.gov

### A COMPLETE SUBMITTAL MUST INCLUDE:

- COMPLETED APPLICATION, INCLUDING ORIGINAL SIGNATURES FROM ALL PROPERTY OWNERS
- \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/EXHIBIT (If Currently Platted) OR PLAT APPLICATION AND FEE (If Un-platted)
- ZONE CHANGE APPLICATION AND FEE

FOR OFFICE USE ONLY:

DATE SUBMITTED:

REC'D BY: \_\_\_\_\_



## WARRANTY DEED

Grantors, JOEL T. LONG and ANDREA H. LONG, husband and wife, with mailing address at P.O. Box 30238, Billings, Montana 59107, for good and valuable consideration in hand paid, receipt hereof which is acknowledged, conveys and warrants to JTL GROUP, INC., a Wyoming corporation, with mailing address at 1915 North Kavaney Drive, Bismarck, North Dakota 58501-1698, the following described real estate, situate in Natrona County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the state, to wit:

A parcel located in and being a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35, Township 34 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the southeasterly corner of the parcel being described and also the southeasterly corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35; thence along the southerly line of said parcel and SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35, S. 89°46'01" W., 470 feet, more or less, to a point in and intersection with the southerly bank of the North Platte River; thence along the southerly line of said parcel and along the southerly bank of the North Platte River, N. 46°35' W., 310 feet, more or less; to a point, thence N. 76°20' W., 317 feet, more or less, to a point; thence N. 68°50' W., 142 feet, more or less, to a point; thence S. 89°00' W., 62 feet, more or less, to the southwesterly corner of said parcel and a point in and intersection with the easterly line of 100 feet wide Bryan Stock Trail; thence along the westerly line of said parcel and the easterly line of said Bryan Stock Trail, N. 1°27' E., 773 feet, more or less, to the northwesterly corner of said parcel and also the southwesterly corner of that certain tract identified as the Baker Tract; thence along the northerly line of said parcel and the southerly line of said Baker Tract, N. 89°45'50" E., 435.60 feet to a point; thence N. 1°27' E., 200.00 feet to a point in and intersection with the northerly line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35; thence along the northerly line of said parcel and SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35, N. 89°45'50" E., 774.87 feet to the northeasterly corner of said parcel and SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35; thence along the easterly line of said parcel and SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35, S. 1°37'04" W., 1,314.14 Feet to the point of beginning.

Excepting any and all right, title and interest of the State of Wyoming within the bed of the North Platte River below the line of natural high water and also excepting any artificial accretions to said line of natural high water, if any.

AND

Lot 1 and All of Lot 3, Except that part of Lot 3, Section 2, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, being more particularly described as follows:

Beginning at the southwesterly corner of the parcel herein described, which point and position is occupied with the corner post of a chain link fence extending westerly and northerly, said point of beginning located in the line common to Lots 3 and 4 of said Section 2, N. 0°46'06" E. (N. 0°44' E. - E.N. Johnston Record) a distance of 40.01 feet from a recovered 1" iron pipe monumenting the Northwest one-sixteenth (NW $\frac{1}{16}$ ) corner of said Section 2; thence along the westerly line of the parcel herein described and line common to Lots 3 and 4 of said Section 2, N. 0°46'06" E. (N. 0°44' E. - E.N. Johnston Record) a distance of 833.83 feet to the northwesterly corner thereof, said corner being an unmonumented corner in the North Platte River; thence traversing in the North Platte River, S. 50°31'56" E., a

641493

NATRONA CO. CLERK, WY

MARY ANN COLLINS

RECORDED

ADIT



distance of 90.79 feet; thence S. 81°16'44" E., a distance of 87.86 feet; thence N. 83°37'03" E., a distance of 100.22 feet; thence S. 73°04'17" E., a distance of 71.94 feet; thence N. 88°38'28" E., a distance of 110.56 feet; thence N. 69°51'13" E., a distance of 18.31 feet to the northeasterly corner of the parcel herein described, said corner being an unmonumented corner in the North Platte River; thence along the easterly line of the parcel herein described, S. 0°46'06" W., a distance of 757.56 feet to a 5/8" rebar with an aluminum cap inscribed "G.E. and L.S., Inc., 1982, L.S. 522" monumenting the southeasterly corner thereof, said corner being in the northerly right-of-way line of the Bryan-Evansville Road, an 80 foot wide roadway; thence along the southerly line of the parcel herein described and northerly right-of-way line of said Bryan-Evansville Road, S. 89°27'00" W., a distance of 454.12 feet to the southwesterly corner thereof and point of beginning.

AND

Tract No. 4, except the west 10 feet thereof, and all of Tract No. 5 of Bryan-Stanko Subdivision, a subdivision of parts of SE¼NW¼ and SW¼NE¼ of Section 2, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M.

AND

All that portion of the S½NE¼, Section 2, Township 33 North, Range 79 West, of the 6<sup>th</sup> P.M., Natrona County, Wyoming, lying north and northwest of the Chicago, Burlington & Quincy Railroad Company Right-of-Way, excepting that certain Tract of land conveyed to Joe Lux by Deed dated March 17, 1927, recorded in the office of the County Clerk of Natrona County, Wyoming, in Book 56 of Deeds, page 141, which said Tract is also referred to as the Breckenridge Tract; the Tract of land conveyed hereby being more particularly described as follows:

Commencing at a point on the north Line of the S½NE¼ of said Section 2 N. 88°41' E., 370 feet from the NW corner of the S½NE¼ of said Section 2; thence N. 88°41' E., along the north boundary line of the S½NE¼ of said Section 2, a distance of 1,818.0 feet more or less to a point on said north boundary line which point bears S. 88°41' W., 438 feet more or less from the NE corner of the S½NE¼ of said Section 2, and which point is also the NW corner of the said Breckenridge Tract; thence south parallel to the east boundary line of the S½NE¼ of said Section 2 and along the west boundary line of said Breckenridge Tract, a distance of 1,008.1 feet more or less to the northerly boundary line of the Chicago, Burlington & Quincy Railroad Company Right-of-Way; thence S. 83°08' W., along the north boundary line of said railroad right-of-way a distance of 2,209.0 feet more or less to the intersection of the north boundary line of said railroad right-of-way with the north-south center line of said Section 2, said latter point bearing N. 0°16' E., a distance of 84. . . feet more or less from the center line of said Section 2, a distance of 696.06 feet more or less to the SW corner of Tract No. 5 of said Bryan-Stanko Subdivision; thence N. 52°39' E., a distance of 466.95 feet to the SE corner of Tract No. 5 of said Bryan-Stanko Subdivision; thence N. 0°16' E., a distance of 250.01 feet more or less to the point of beginning.

AND

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NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , in Section 35, Township 34 North, Range 79 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, lying southerly and easterly of the centerline of the North Platte River and;

All that portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , of said Section 35, described as follows:

Beginning at the southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 35, Township 34 North, Range 79 West, which is marked by a U.S. Government Brass Cap Monument; thence S. 89°50' W., 1,314.70 feet to the southwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 35; thence N. 1°48' E., 59.9 feet along the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 35 to the approximate centerline of said North Platte River; thence along the approximate centerline of said North Platte River N. 70°43' E., 277.3 feet to a point; thence N. 71°02' E., 446.8 feet to a point; thence N. 75°01' E., 666.6 feet to a point on the east line of said Section 35; thence S. 1°54' W., along said east line, 465.3 feet to the point of beginning.

AND

Lot 2, Section 2, Township 33 North, Range 79 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming.

TOGETHER with all improvements, hereditaments, and appurtenances thereto belonging and all the estate, right, title and interest and claim whatsoever of the Grantor either in law or in equity of, in and to the above premises.

TO HAVE AND TO HOLD unto the Grantee, and its successors and assigns, forever, SUBJECT TO THE FOLLOWING:

- (a) Reservations and exceptions in patents from the United States or the State of Wyoming.
- (b) Existing easements and rights-of-way of record.
- (c) Mineral and royalty reservations and conveyances of record.
- (d) All building, use, zoning, sanitary and environmental restrictions.
- (e) Taxes and assessments for 1999 and subsequent years.

Grantors, for themselves and their successors and assigns, covenant that they will warrant and defend the property to Grantee and its successors and assigns forever, subject to the foregoing exceptions, against any and all claims, liens, encumbrances and demands of all persons deriving title by, through or under Grantors, and none other.

DATED: Sept. 1, 1999.

  
JOEL T. LONG

ANDREA H. LONG

641493



STATE OF MONTANA

)

) ss.

County of Yellowstone

)

This foregoing instrument was acknowledged before me by JOEL T. LONG, this 1 day of September, 1999.



Witness my hand and official seal.

Danelle A. Desjarlais  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: Dec 31, 2001

STATE OF MONTANA

)

) ss.

County of Yellowstone

)

This foregoing instrument was acknowledged before me by ANDREA H. LONG, this 1 day of September, 1999.



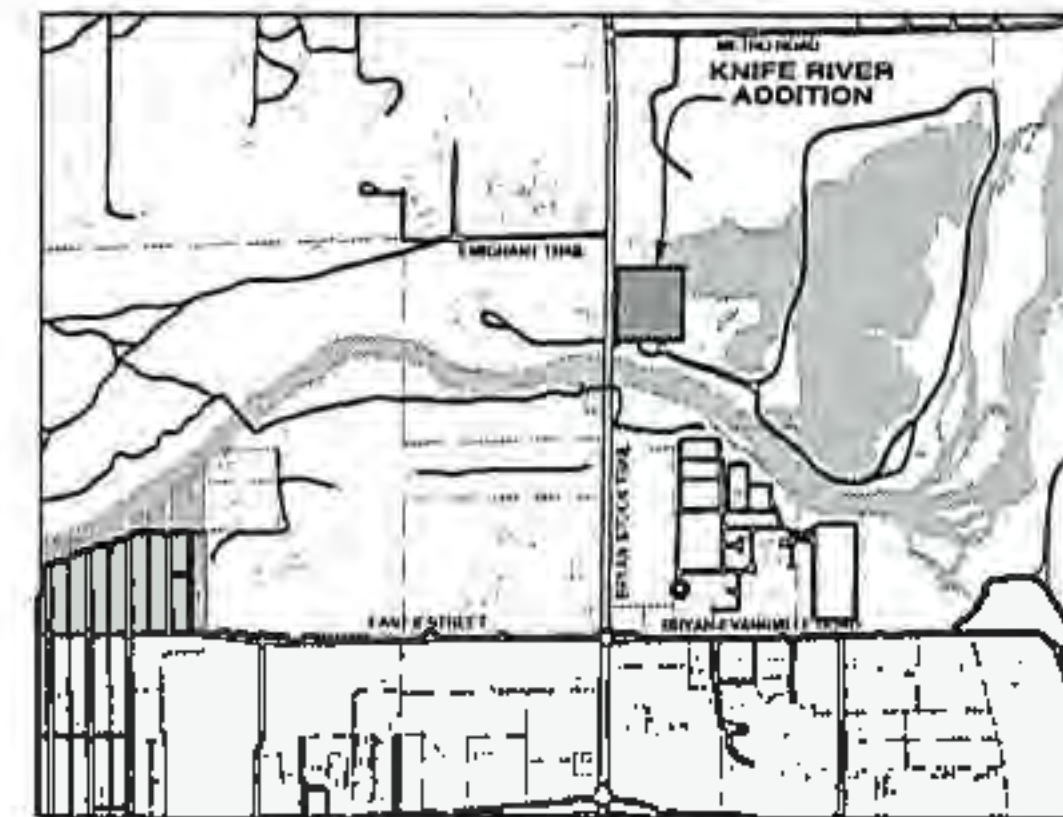
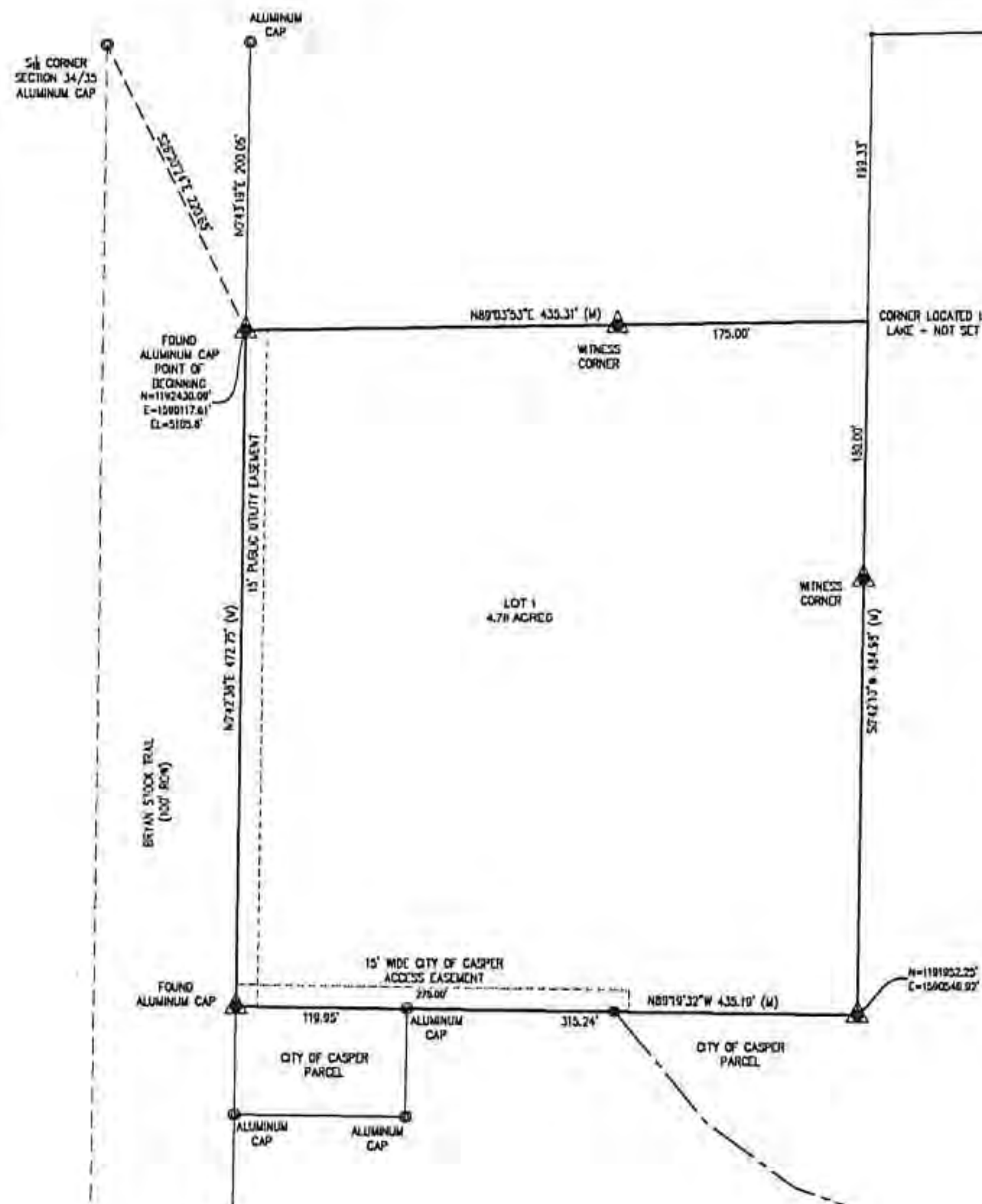
Witness my hand and official seal.

Danelle A. Desjarlais  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires: Dec 31, 2001

641493

4 4





VICINITY MAP  
NO SCALE

#### APPROVALS

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST:

SECRETARY

CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DAILY PASSED,

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST:

CITY CLERK

MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY ENGINEER

CITY SURVEYOR

#### NOTES

1. ERROR OF CLOSURE EXCEEDS 1:279,397.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'17.801", AND THE COMBINED FACTOR IS 0.99978160.
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

#### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA } CS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 55314, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE TRUE MERIDIAN. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA } SS

THE UNDERSIGNED, JTL GROUP, INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SW/4 OF SECTION 35, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER COMMON TO SECTIONS 34 AND 35, T.34N., R.79W., MONUMENTED BY AN ALUMINUM CAP;

THENCE S28°20'24"E, A DISTANCE OF 220.65 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°03'53"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 435.31 FEET TO THE NORTHEAST CORNER OF THE PARCEL, REFERENCED BY A BRASS CAP WITNESS CORNER LOCATED S89°03'53"W, A DISTANCE OF 175.0 FEET FROM THE ACTUAL CORNER;

THENCE S00°42'10"W, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 408.98 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N89°19'32"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 435.10 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP;

THENCE N00°42'30"E, ALONG THE WEST LINE OF THE PARCEL ALSO BEING THE EAST LINE OF BRYAN STOCK TRAIL, A DISTANCE OF 472.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4.78 ACRES, (208,382 S.F.), MORE OR LESS, 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 PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "JTL GROUP INC. ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE STRIP OF LAND MARKED "15' WIDE CITY OF CASPER ACCESS EASEMENT" IS HEREBY DEDICATED TO THE CITY OF CASPER FOR ACCESS TO THE CITY LANDS TO THE SOUTH OF THIS SUBDIVISION. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

JTL GROUP, INC.  
1461 BRYAN STOCK TRAIL  
CASPER, WYOMING 82609

MICHAEL J. HAYNES - VICE PRESIDENT  
JTL GROUP, INC., dba KNIFE RIVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL J. HAYNES, VICE PRESIDENT OF JTL GROUP, INC., dba KNIFE RIVER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

AN ANNEXATION AND PLAT OF  
A PORTION OF THE SW/4 OF  
SECTION 35, T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
AS

#### JTL GROUP INC. ADDITION

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE  
SW/4 OF SECTION 35  
T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
MAY, 2023

W.O. #23-137



0 60' 120'  
SCALE: 1" = 60'

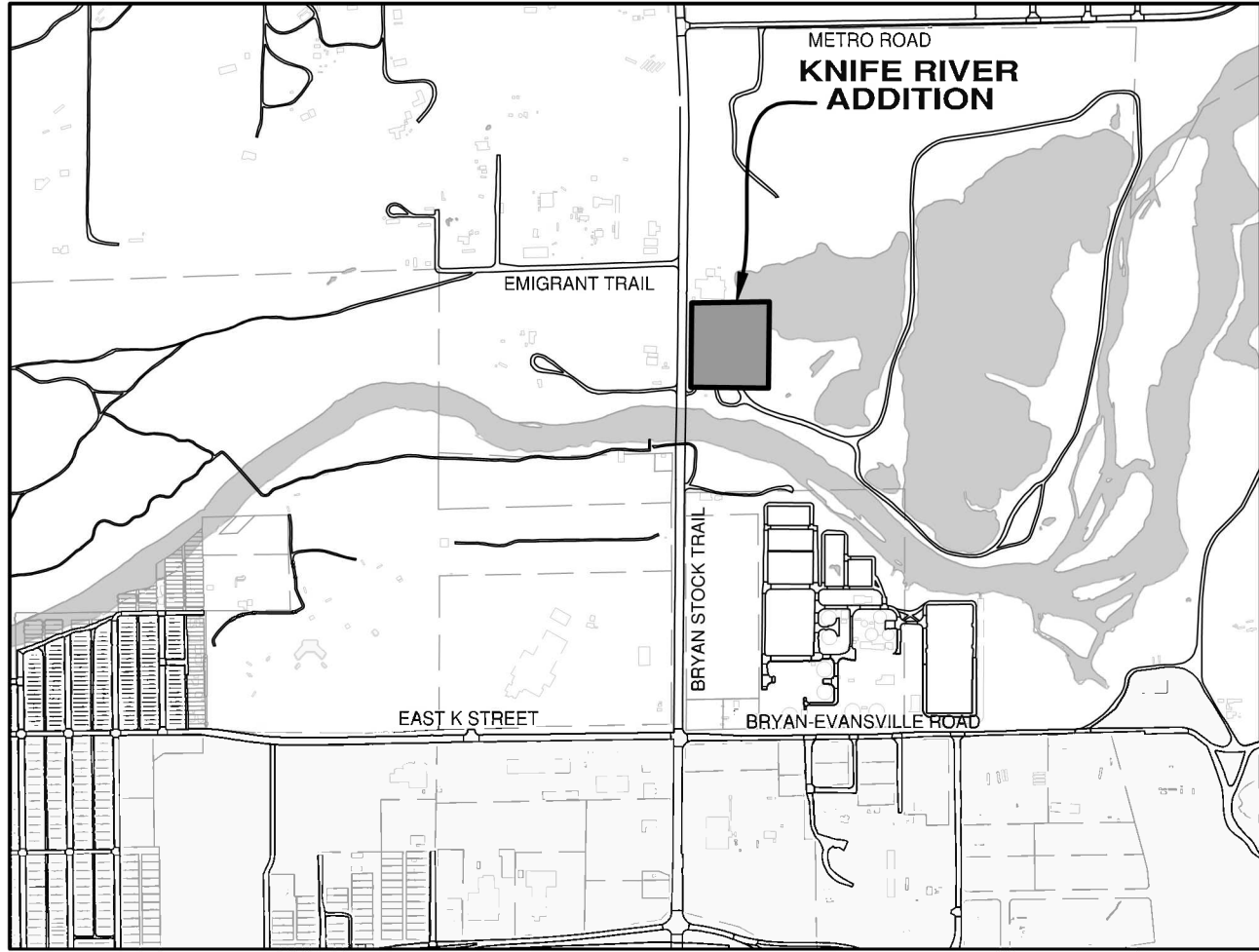
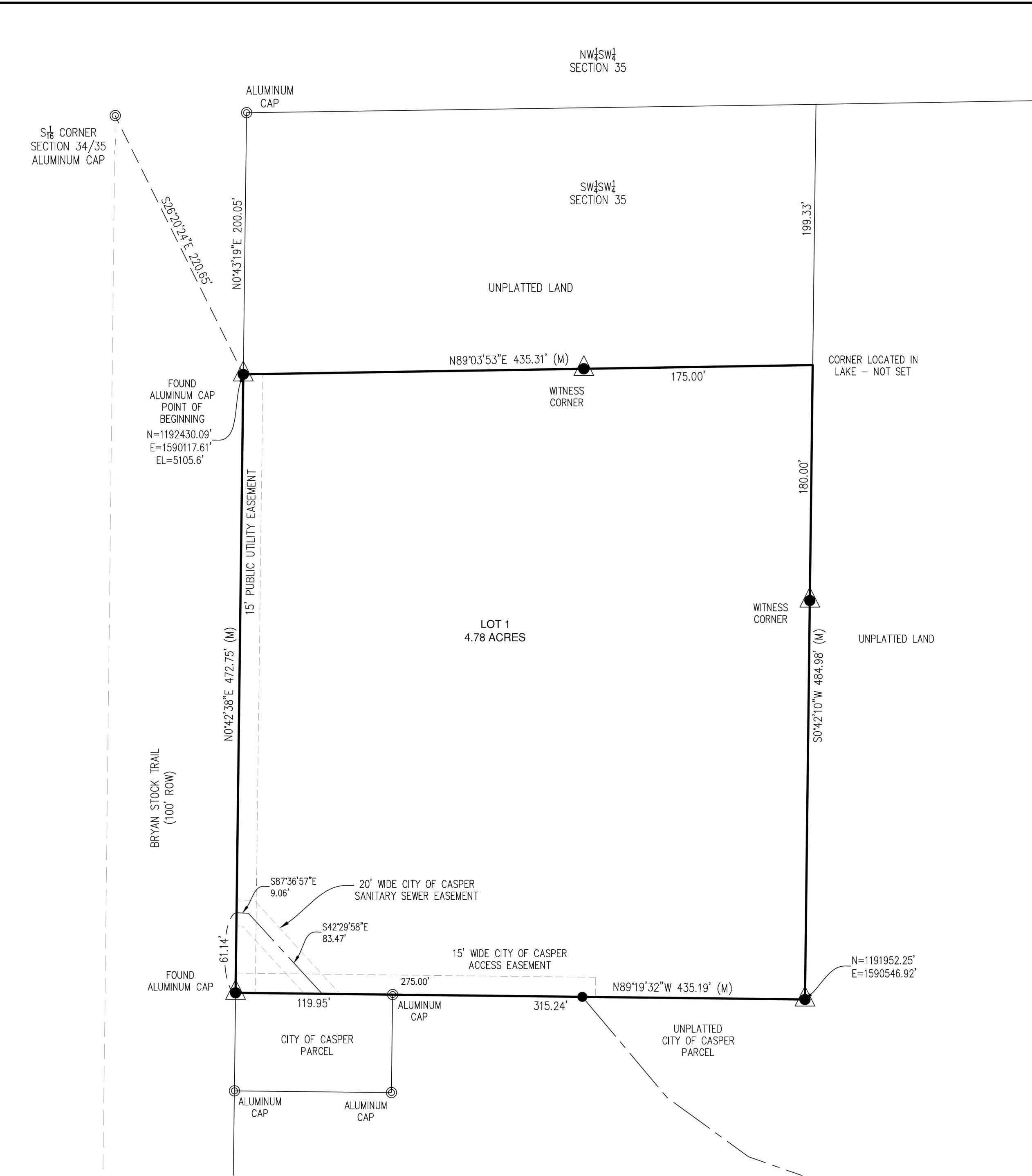


Civil Engineering Professionals, Inc.  
6089 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

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



M:\Land 2023\Survey\23-137 Knife River Annexation\Drawings\Survey Plots\JTL GROUP INC ANNEX.dwg, 5/18/2023, Bill



VICINITY MAP  
NO SCALE

#### APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
CITY SURVEYOR

#### NOTES

1. ERROR OF CLOSURE EXCEEDS 1:279,397.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°42'17.891", AND THE COMBINED FACTOR IS 0.99978166.
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

#### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

#### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, JTL GROUP, INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SW 1/4 OF SECTION 35, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/8 CORNER COMMON TO SECTIONS 34 AND 35, T.34N., R.79W., MONUMENTED BY AN ALUMINUM CAP;

THENCE S26°20'24"E, A DISTANCE OF 220.65 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°03'53"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 435.31 FEET TO THE NORTHEAST CORNER OF THE PARCEL, REFERENCED BY A BRASS CAP WITNESS CORNER LOCATED S89°03'53"W, A DISTANCE OF 175.0 FEET FROM THE ACTUAL CORNER;

THENCE S00°42'10"W, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 484.98 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N89°19'32"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 435.19 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP;

THENCE N00°42'38"E, ALONG THE WEST LINE OF THE PARCEL ALSO BEING THE EAST LINE OF BRYAN STOCK TRAIL, A DISTANCE OF 472.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4.78 ACRES, (208,382 S.F.), MORE OR LESS, 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 PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "JTL GROUP INC. ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE STRIP OF LAND MARKED "15' WIDE CITY OF CASPER ACCESS EASEMENT" IS HEREBY DEDICATED TO THE CITY OF CASPER FOR ACCESS TO THE CITY LANDS TO THE SOUTH OF THIS SUBDIVISION. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

JTL GROUP, INC.  
1461 BRYAN STOCK TRAIL  
CASPER, WYOMING 82609

MICHAEL J. HAYNES — VICE PRESIDENT  
JTL GROUP, INC., dba KNIFE RIVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL J. HAYNES, VICE PRESIDENT OF JTL GROUP, INC., dba KNIFE RIVER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

AN ANNEXATION AND PLAT OF  
A PORTION OF THE SW 1/4 OF  
SECTION 35, T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
AS

#### JTL GROUP INC. ADDITION

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE  
SW 1/4 OF SECTION 35  
T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
MAY, 2023

# 2022 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	WWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	128	121	120
<b>State School Foundation Program</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
<b>School District # 1</b>									
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bond & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL SCHOOL DISTRICT</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>
<b>Community College</b>									
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>
<b>Natrona County</b>									
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
<b>TOTAL NATRONA COUNTY</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
<b>County Weed &amp; Pest</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>
<b>Municipal Levies</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>			
<b>Sewer, Water. &amp; Fire Bonds</b>							<b>8.000</b>		
<b>Fire Protection</b>							<b>3.000</b>	<b>3.000</b>	<b>3.000</b>
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>75.890</b>	<b>67.890</b>	<b>67.890</b>

## **UTILITIES AND FRANCHISES**

Rocky Mountain Power (Local)	2840 East Yellowstone Hwy Casper, WY 82609
PacifiCorp dba Rocky Mountain Power	1407 W. North Temple, Suite 320 Salt Lake City, UT 84116
Rocky Mountain Power	PO Box 400 Portland, Oregon 97207-0400
Century Link (Local)	103 North Durbin Street Casper, WY 82601
Qwest Corp. dba CenturyLink QC	100 CenturyLink Drive Monrow, LA 71203
Charter (Local)	451 South Durbin Street Casper, WY 82601
Bresnan Communications Dbas Charter Communications	611 E. Carlson St. Cheyenne, WY 82001
Charter Communications	12405 Powerscourt Dr. St. Louis, MO 63131
Black Hills Energy (Local)	1535 East Yellowstone Casper, WY 82601
WERCS Communications, Inc., Dbas Mountain West Telephone	123 West 1 <sup>st</sup> Street, Suite C-95 Casper, WY 82601
InTTec, Inc. (Subsidiary Of Visionary Communications)	1001 S. Douglas Hwy, #201 Gillette, WY 82716
Clarity Telecom	5100 S. Broadband Lane Sioux Falls, SD 57108
Advanced Communications Technology, Inc., dba Range	PO Box 7039 Sheridan, WY 82801



OWN1	OWN2	ADDR1	ADDR3
CASPER, CITY OF		200 N DAVID ST	CASPER,WY 82601-1815
J T L GROUP INC DBA KNIFE RIVER INC	DBA KNIFE RIVER INC	BOX 30238	BILLINGS,MT 59107-0238
E&F PROPERTIES LLC		1688 BRYAN STOCK TRL	CASPER,WY 82601
HEIDE, ERIK N ET UX		1390 BRYAN STOCK TRL	CASPER,WY 82601
R M B S KENNY LLC		PO BOX 513	CASPER,WY 82602-0513
RMBS KENNY LLC		BOX 513	CASPER,WY 82602

RESOLUTION NO. 23-174

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE § 15-1-402 REGARDING THE ANNEXATION OF 4.78-ACRES, LOCATED IN AND BEING A PORTION OF THE SW1/4SW1/4 OF SECTION 35, T.34N., R79W., 6<sup>TH</sup> P.M., NATRONA COUNTY WYOMING, TO CREATE THE JTL GROUP INC. ADDITION

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute § 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute § 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute § 15-1-402, is required to consider and make certain findings prior to the above-described property being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute § 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute § 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute § 15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute § 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

September 5, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a Resolution certifying the Annexation of 0.85-acres being incorporated into the proposed Elkhorn Village Addition No. 3 Subdivision complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, September 5, 2023.

Action Type:

Resolution and Public Hearing

Recommendation:

That Council, by Resolution, accept the Annexation Report/Study and determine that the Annexation of 0.85-acres being incorporated into the proposed Elkhorn Village Addition No. 3 Subdivision complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report/study prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been received for the creation of the Elkhorn Village Addition No. 3, located at the northeast corner of Elkhorn Valley Drive and East 12<sup>th</sup> Street. The subdivision includes a replat of six (6) existing lots in the Elkhorn Village Addition No. 2 and an annexation of 0.85-acres, more or less. The existing lots are currently zoned R-2 (One Unit Residential) and the area being annexed is requested to be R-2 (One Unit Residential) in order to integrate into the existing lots. The purpose of the annexation and replat is to increase the size of the existing lots, to eliminate one (1) lot, and to create five (5) newly configured lots for single-family residential development.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexation applications.

Attachments:

Location Map (Aerial)

Resolution

Annexation Report/Study



# Replat and Annexation creating Elkhorn Village Addition No. 3





ANNEXATION OF 0.85-ACRES, TO BE  
INCORPORATED INTO THE ELKHORN  
VILLAGE ADDITION NO. 3 SUBDIVISION

2023 ANNEXATION REPORT

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial considerations of annexing properties into the City of Casper.

## BACKGROUND INFORMATION / DESCRIPTION OF AREA

Application has been received for the creation of the Elkhorn Village Addition No. 3 Subdivision, located at the northeast corner of Elkhorn Valley Drive and East 12<sup>th</sup> Street. The subdivision includes a replat of six (6) existing lots in the Elkhorn Village Addition No. 2, and an **annexation of 0.85-acres, more or less**. The purpose of the annexation and replat is to increase the size of the existing, undeveloped residential lots (*currently within Elkhorn Village Addition No. 2*), to eliminate one (1) existing residential lot, and to create five (5) newly configured, but larger, residential lots. The annexation will not increase the number of developable lots in the City, and in fact, the associated replat will reduce the number of lots by one (1). The parcel is contiguous with the existing City limits and is therefore, eligible for annexation.

For the purpose of analysis within this report, the following assumptions/calculations have been utilized: *All valuations and tax information were derived from public information available on the Natrona County Assessor's website.*

▪ Estimated Population increase	0 (2.36 persons per household x 0 Dwellings)
▪ Yearly sales tax revenue for City	\$0 (\$566 x 0 residential population)
▪ Yearly property tax revenue (@ 8 mills)	\$0 (no additional dwellings proposed)
▪ Area within designated Growth Boundary	Yes
▪ Potential building permit revenue	\$0 (no additional dwellings proposed)
▪ Transit/Bus	Property not located in proximity
▪ Municipal Code Compliance	Proposed residential land uses are permitted
▪ Proposed zoning classification	R-2 (One Unit Residential)

## DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. No new streets are proposed, and the annexed property will be incorporated into previously-platted, but undeveloped, residential lots with frontage on Elkhorn Valley Drive and Azurite Avenue. Utilities are currently available to the lots, and no extension of mains will be necessary.

## STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then



be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map)*.

- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above)*.
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation)*.
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below)*.
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Economics and Sources of Revenue" section below for tax information)*.
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above)*.

#### **COMPLIANCE WITH W.S. 15-1-402.**

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following specific reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is surrounded by, and immediately adjacent to, properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.
4. The annexation of the area is contiguous with, and adjacent to, the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

## **SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.**

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the nine (9) departments or divisions that provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs.

The relative service costs for City services were derived by dividing each department's/division's FY 2024 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 21,000 residential properties/accounts and 2,000 commercial properties/accounts, **for an estimated total of 23,000 properties/accounts in Casper.** This analysis is only intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis; however, does not suggest ACTUAL costs that are being incurred by the City, unless specifically noted as such, but rather, attempts to measure the relative impact of the annexation, based on existing budgets and the number of lots/properties served. Typically, annexation reports also provide a secondary method of estimating costs based on population rather than the number of properties/accounts in Casper. In this particular case, the secondary method of estimating costs has not been included because the property is not adding any dwelling units that would result in an increase in population. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, are useful to illustrate the conceptual financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and if new streets are constructed/improved, or if new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the

improvements are initially paid for by a developer, as is the case with most annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these continuing costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

*Below are some examples of general development/maintenance costs for public streets:*

- \$600 per lineal foot – Cost to build a standard City street is approximately \$3M per lane mile and includes curb, gutter, sidewalk, streetlights, asphalt, etc. *(Source: City Engineering Division, April, 2023)*
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. *(Source: City Engineering Division)*

➤ Expected routine maintenance includes:

- Year 2 – Crack Sealing
- Year 5 – Chip Seal and Crack Seal
- Year 7 – Crack Sealing
- Year 10 – Major Repair/Patching
- Year 13 – Crack Seal
- Year 15 – Chip Seal and Crack Seal
- Year 20 – Reconstruction

## **POLICE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Police Department provides law enforcement services, which consist of answering calls for service, and patrolling City properties. Based on the total budget for the Police Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Police Department services is approximately \$789 per property *(\$18,154,173 FY-24 Police Department budget, divided by 23,000 properties/accounts in the City)*. This annexation is not adding any additional developable lots to the City; therefore, the total estimated cost of this annexation would be \$0 *(0 lots x \$789)*.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

### **FIRE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Fire Department services is \$532 per property (*\$12,232,441 FY-24 Fire Department budget, divided by 23,000 properties*). This annexation is not adding any additional developable lots to the City; therefore, the total cost of this annexation would be \$0 (*0 lots x \$532*).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

### **STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the combined total budget for the Street and Traffic Divisions, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Street and Traffic Division services is \$174 per property (*\$4,011,820 FY-24 Street/Traffic budget, divided by 23,000 properties*). This annexation is not adding any additional developable lots to the City; therefore, the total cost of this annexation would be \$0 (*0 lots x \$174*).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

### **PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:**

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is entirely self-funded through various fees.

The City will not incur any capital costs associated with providing water or sewer service to the area because the annexation is located in an infill area, adjacent to existing utility

lines. All City costs to provide water and sewer service to an area should be equal to revenues generated.

#### **SANITATION DIVISION COST OF PROVIDING SERVICE:**

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs typically equal the revenues generated. Sanitation service will be available immediately upon the completion of the annexation of the area.

#### **PARKS DIVISION COST OF PROVIDING SERVICE:**

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Parks Division services is \$82 per property (*\$1,882,683 FY-24 Parks Division budget, divided by 23,000 properties*). This annexation is not adding any additional developable lots to the City; therefore, the total cost of this annexation is \$0 (*0 lots x \$82*).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

#### **COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Community Development Department services is \$65 per property (*\$1,493,843 FY-24 Planning/Code Enforcement budget, divided by 23,000 properties*). This annexation is not adding any developable lots to the City; therefore, the total cost of this annexation is \$0 (*0 lots x \$65*).

The Community Development Department will not need to make any changes that will involve additional costs to the City, as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

## **ENGINEERING DIVISION COST OF PROVIDING SERVICE:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Engineering Division services is \$48 per property (*\$1,093,510 FY-24 Engineering Division budget, divided by 23,000 properties*). This annexation is not adding any developable lots to the City; therefore, the total cost of this annexation is \$0 (*0 lots x \$48*).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

## **TRANSIT COST OF PROVIDING SERVICE:**

The City of Casper operates the Public Transit service for Casper, and the surrounding towns. Transit is financed through a combination of federal grant sources, the Wyoming Department of Transportation (WYDOT) and intergovernmental agreements/matches. Services include both a fixed-route bus system and a door-to-door on-demand, paratransit service. Based on the portion of the Public Transit budget paid for by the City of Casper for FY-24, including Optional One Cent Funds, is (\$458,485), and the 23,000 properties served within the City of Casper, the estimated cost to provide Transit services is \$19 per property (*\$448,408 FY-24 Casper Match, divided by 23,000 properties*). This annexation is not adding any developable lots to the City; therefore, the total cost of this annexation is \$0 (*0 lots x \$19*).

There will be no budgetary impact to Public Transit resulting from this annexation. Transit service is already available to all, regardless of the status of the property as incorporated, or unincorporated.

## **ECONOMICS AND SOURCES OF REVENUE**

General Fund services are funded through a number of sources, including various taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The three (3) largest sources of projected general fund revenues for the City in FY-24, accounting for approximately 83% of all projected revenues to be collected, are "Intergovernmental" (*Sales Taxes, Mineral Royalties, Gasoline Tax, Severance Tax, Gaming Revenue, Automobile Tax, and Direct Distributions*) - (\$32,440,313), "Local Taxes" - (\$6,235,890) and "License and Permits" - (\$5,602,477).



In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas, in addition to ongoing property taxes. With residential annexations, the City typically sees a corresponding increase in sales tax revenue, because in Wyoming, population is used as the basis for determining tax distributions. A cost/benefit analysis is usually more favorable for the City when annexations/growth occur in infill areas, where few, if any, public infrastructure and improvements are needed to service the area, and where adjacent properties are already receiving City services.

Secondary impacts of annexation/development are not easily quantifiable, but are no less important to the community as a whole. With all development, comes construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy. The decision as to whether an annexation is appropriate or not is akin to an investment decision, in that the City, and ultimately the citizens, should only invest in development that will pay for itself over time, and ultimately result in a stronger financial position in the future.

## **CONCLUSION**

Assuming the City Council ultimately annexes the property in question; the property owners will receive the same City services that all other properties within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate capital or operational costs related to a need for additional staff, equipment or publicly funded facility expansion or infrastructure. The property being annexed does not create any additional developable lots, or increase the City's population. There are no financial costs, or revenue benefits, associated with this particular annexation. The five (5) residential lots will be enlarged slightly, which will likely slightly increase the amount of property taxes that are paid. Theoretically, the larger lots could support larger houses/structures as well, which would slightly increase the building permit cost (revenue) as well. Both potential increases are insignificant. In that there are no costs to the City, and a negligible increase in revenue projected, the annexation can be approved without financial or operational effects.

### Summary of Yearly Service Costs by Department/Division

General Fund Department/Division	Estimated Cost to Provide Service
Police	\$0
Fire	\$0
Streets/Traffic	\$0
Parks	\$0
Community Development	0
Engineering	\$0
Transit	\$0
Total Yearly Cost	\$0
Total 20-Year Cost	\$0

### Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$0
Property Tax	\$0 *negligible
Building Permits <i>(one time)</i>	\$0 *negligible

**Total First Year Revenue** \$0  
**Total 20-Year Revenue** \$0

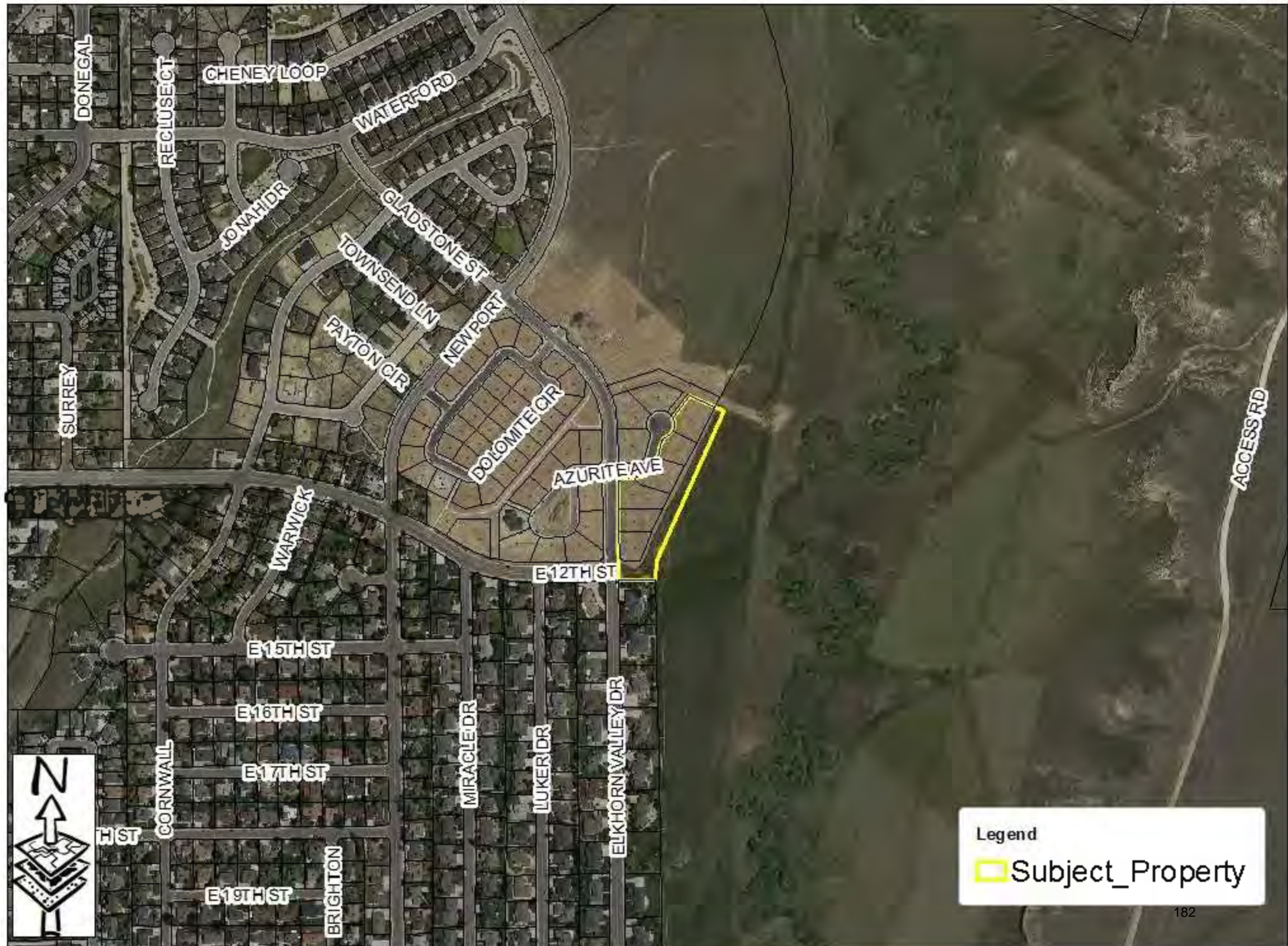
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**Projected 20-year yield *(Revenue minus Expenses)*** **\$0**

## APPENDIX

1. VICINITY MAP OF AREA TO BE ANNEXED.
2. PETITION FOR ANNEXATION
3. PLAT
4. MOST CURRENT PUBLISHED MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY & FRANCHISEES (Certified Mail)
6. PROPERTY OWNER WITHIN 300-FEET (First Class Mail)

# Replat and Annexation creating Elkhorn Village Addition No. 3





## CERTIFICATION OF PETITION FOR ANNEXATION

I, Fleur D. Tremel, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Elkhorn Village Addition No. 3 substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
  - a. A legal description of the area sought to be annexed;
  - b. A request that the described territory be annexed;
  - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
  - d. A map of the area.

APPROVED AS TO FORM:

Wallis Tremel HT

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
Fleur D. Tremel  
City Clerk

5/10/23  
Date



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

April 7, 2023

Page 1 of 1

Blackmore Homes Inc.  
441 Landmark, Suite 100  
Casper, Wyoming 82609

W.O. No.: 17707

**Description: 0.85 Acre Extension Parcel to Elkhorn Village Addition No. 2**

A Parcel located in and being portions of the SE1/4SW1/4, Section 7, and the NE1/4NW1/4, Section 18, T.33N., R.78W., 6TH P.M., Natrona County, Wyoming being more particularly described as follows:

Beginning at the southeast corner of Lot 53, Elkhorn Village Addition No. 2, and the southwest corner of the Parcel being described, thence along the east lines of Lots 51 through 53, 270.97 feet along the arc of a true curve to the right having a radius of 1893.05 feet and through a central angle of  $8^{\circ}12'04''$  and the chord of which bears  $N.23^{\circ}27'33''E.$ , 270.73 feet; thence, continuing along the east lines of Lots 48 through 51,  $N.27^{\circ}33'24''E.$ , 428.92 feet to the northeast corner of said Lot 48 and the northwest corner of the Parcel being described; thence  $S.65^{\circ}21'19''E.$ , 35.76 feet along the extension of the north line of said Lot 48 to the northeast corner of the Parcel being described; thence  $S.24^{\circ}09'56''W.$ , 671.65 feet across said SE1/4SW1/4, Section 7 and into said NE1/4NW1/4, Section 18 to a point in and intersection with the extension of the south line of said Lot 53 and the southeast corner of the Parcel being described; thence  $S.89^{\circ}10'59''W.$ , 63.76 feet along the extension of the south line of said Lot 53 to the Point of Beginning and said Parcel being 0.85 acres, more or less, as set forth by the plat attached and made a part hereof. Said Parcel being subject to any and all reservations, easements, and rights-of-way of record or as may otherwise exist.



CASPER

RAWLINS

**DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.**





# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: Blackmore Homes, Inc.

ADDRESS: 441 Landmark Drive, Casper WY 82609

TELEPHONE: 307-268-7143

EMAIL: tsmith@mcmurry.net

WE, THE UNDERSIGNED, HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Elkhorn Village Addition No. 3

ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): SE1/4SW1/4 Section 7, NE1/4NW1/4, Section 18, Township 33 North Range 78 West of the 6th Principal Meridian, Casper, Wyoming

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): Total Size: 133,991 Sq Ft 3.076 Acres

NUMBER OF LOTS AND BLOCKS: 5 Lots on a single Block

PRESENT ZONING: City of Casper: R2 Natrona County: UA PROPOSED ZONING: R2

PRESENT LAND USE: Residential Homes and Undeveloped

PROPOSED LAND USE: Single Family Residential Homes

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: X YES        NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 5/2/23

### SUBMIT TO:

Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
E-mail: ccollins@casperwy.gov

### A COMPLETE SUBMITTAL MUST INCLUDE:

- COMPLETED APPLICATION, INCLUDING ORIGINAL SIGNATURES FROM ALL PROPERTY OWNERS
- \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/EXHIBIT (If Currently Platted) OR PLAT APPLICATION AND FEE (If Un-platted)
- ZONE CHANGE APPLICATION AND FEE

FOR OFFICE USE ONLY:

DATE SUBMITTED: \_\_\_\_\_

REC'D BY: \_\_\_\_\_



# WARRANTY DEED

EAST ELKHORN RANCH, LLC, grantor(s) of Natrona County, State of Wyoming, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

BLACKMORE HOMES, LLC, grantee(s), whose address is:

P.O. BOX 2390  
CASPER, WY 82602

of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

A PARCEL LOCATED IN AND BEING PORTIONS OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SECTION 7, AND THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 18, TOWNSHIP 33 NORTH, RANGE 78 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 53, ELKHORN VILLAGE ADDITION NO. 2, AND THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED; THENCE ALONG THE EAST LINES OF LOTS 51 THROUGH 53, 270.97 FEET ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1893.05 FEET AND THROUGH A CENTRAL ANGLE OF 8°12'04" AND THE CHORD OF WHICH BEARS N.23°27'33"E., 270.73 FEET; THENCE, CONTINUING ALONG THE EAST LINES OF LOTS 48 THROUGH 51, N.27°33'24"E., 428.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 48 AND THE NORTHWEST CORNER OF THE PARCEL BEING DESCRIBED; THENCE S.65°21'19"E., 35.76 FEET ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 48 TO THE NORTHEAST CORNER OF THE PARCEL BEING DESCRIBED; THENCE S.24°09'56"W., 871.65 FEET ACROSS SAID SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SECTION 7 AND INTO SAID NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 18 TO A POINT IN AND INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF SAID LOT 53 AND THE SOUTHEAST CORNER OF THE PARCEL BEING DESCRIBED; THENCE S.89°10'59"W., 63.78 FEET ALONG THE EXTENSION OF THE SOUTH LINE OF SAID LOT 53 TO THE POINT OF BEGINNING.

Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.

Witness my/our hand(s) this 15<sup>th</sup> day of May, 2023.

EAST ELKHORN RANCH, LLC

BY: 

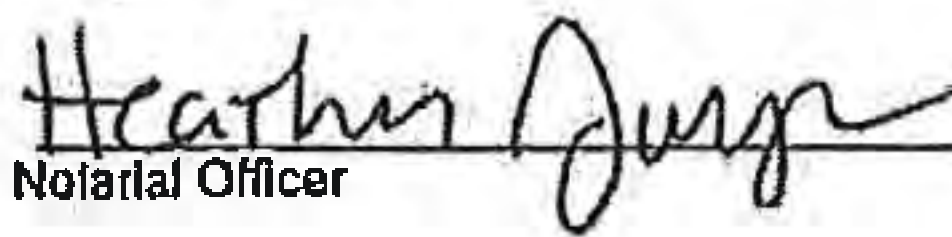
TIMM A. SMITH  
MANAGER

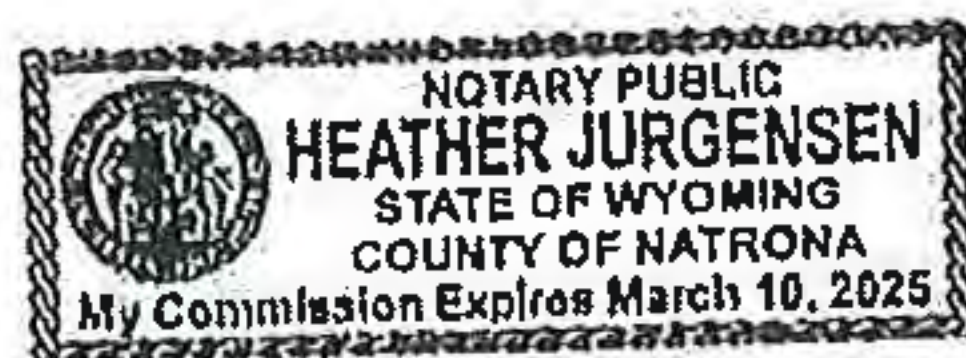
State of Wyoming )  
County of Natrona ) ss.

This record was acknowledged before me on this 15<sup>th</sup> day of May, 2023 by TIMM A. SMITH as MANAGER of EAST ELKHORN RANCH, LLC.

Given under my hand and notarial seal this 15<sup>th</sup> day of May, 2023.

My Commission Expires: March 10, 2025

  
Notarial Officer





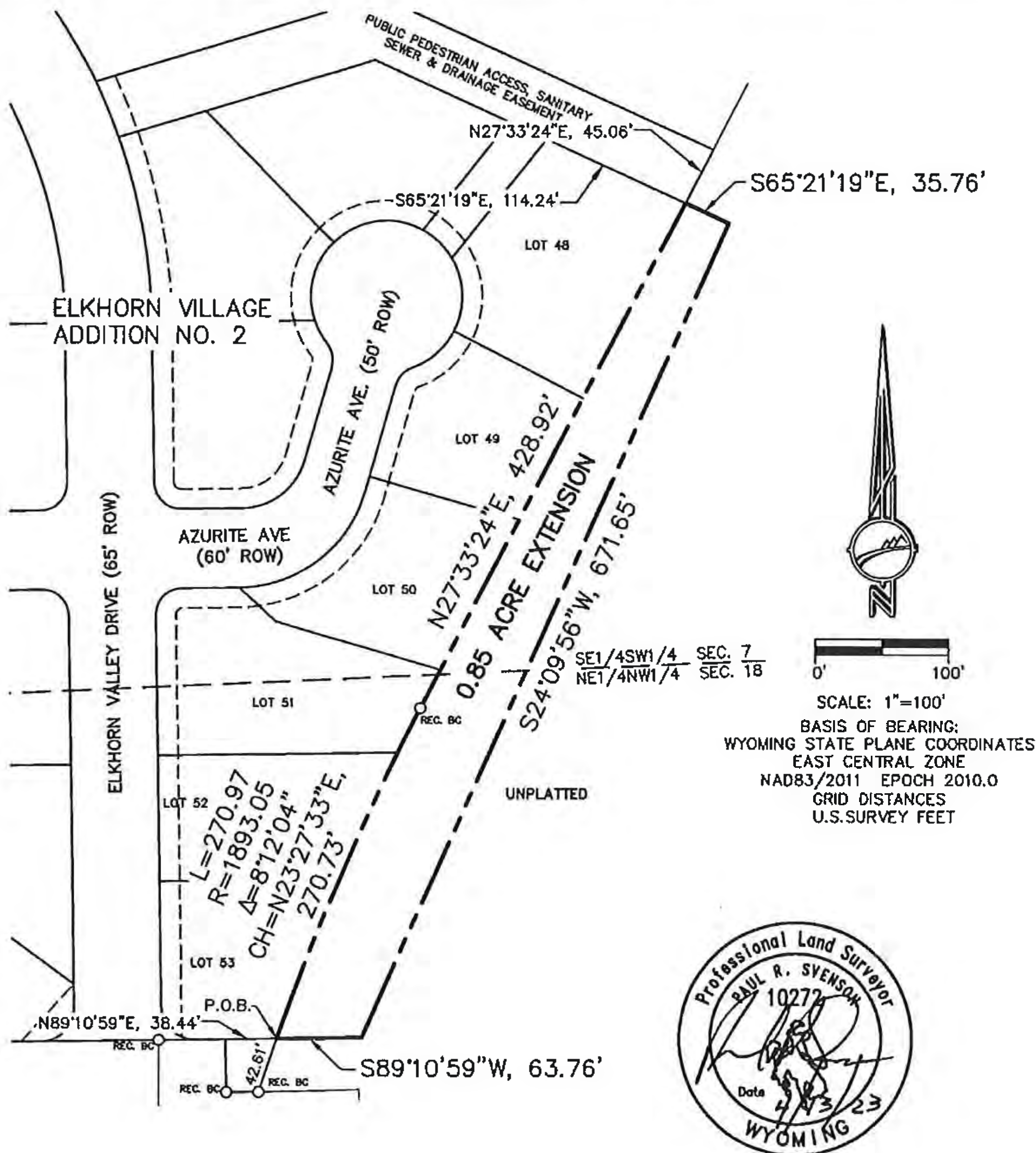
WLC ENGINEERING & SURVEYING  
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client BLACKMORE HOMES INC. Address 441 LANDMARK, SUITE 100  
City CASPER State WYOMING Zip 82609

PROPERTY LOCATION PLAT

SE1/4SW1/4  
NE1/4NW1/4 Section 18, T. 33 N., R. 78 W., 6th Principal Meridian, Wyoming  
City CASPER County NATRONA State WYOMING



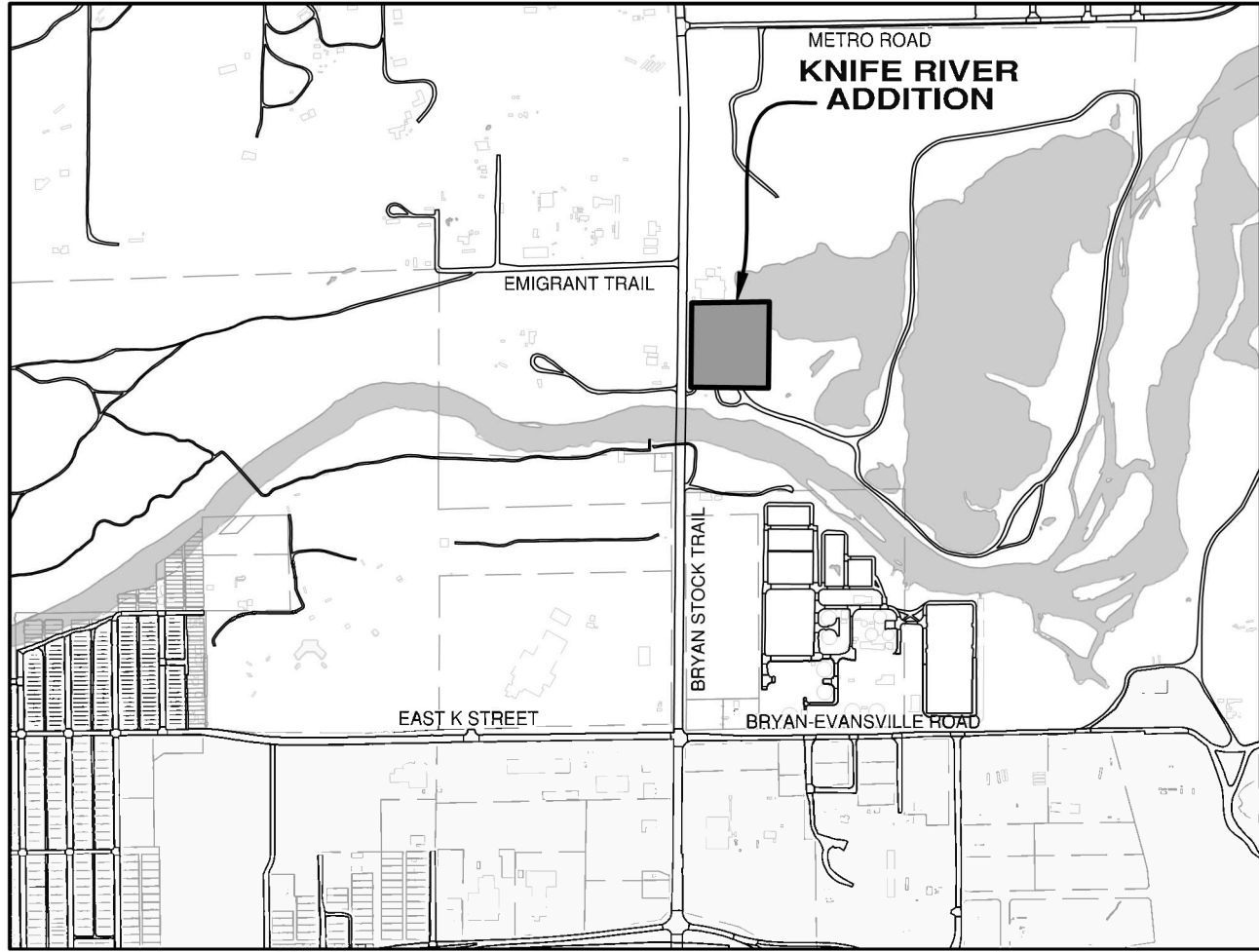
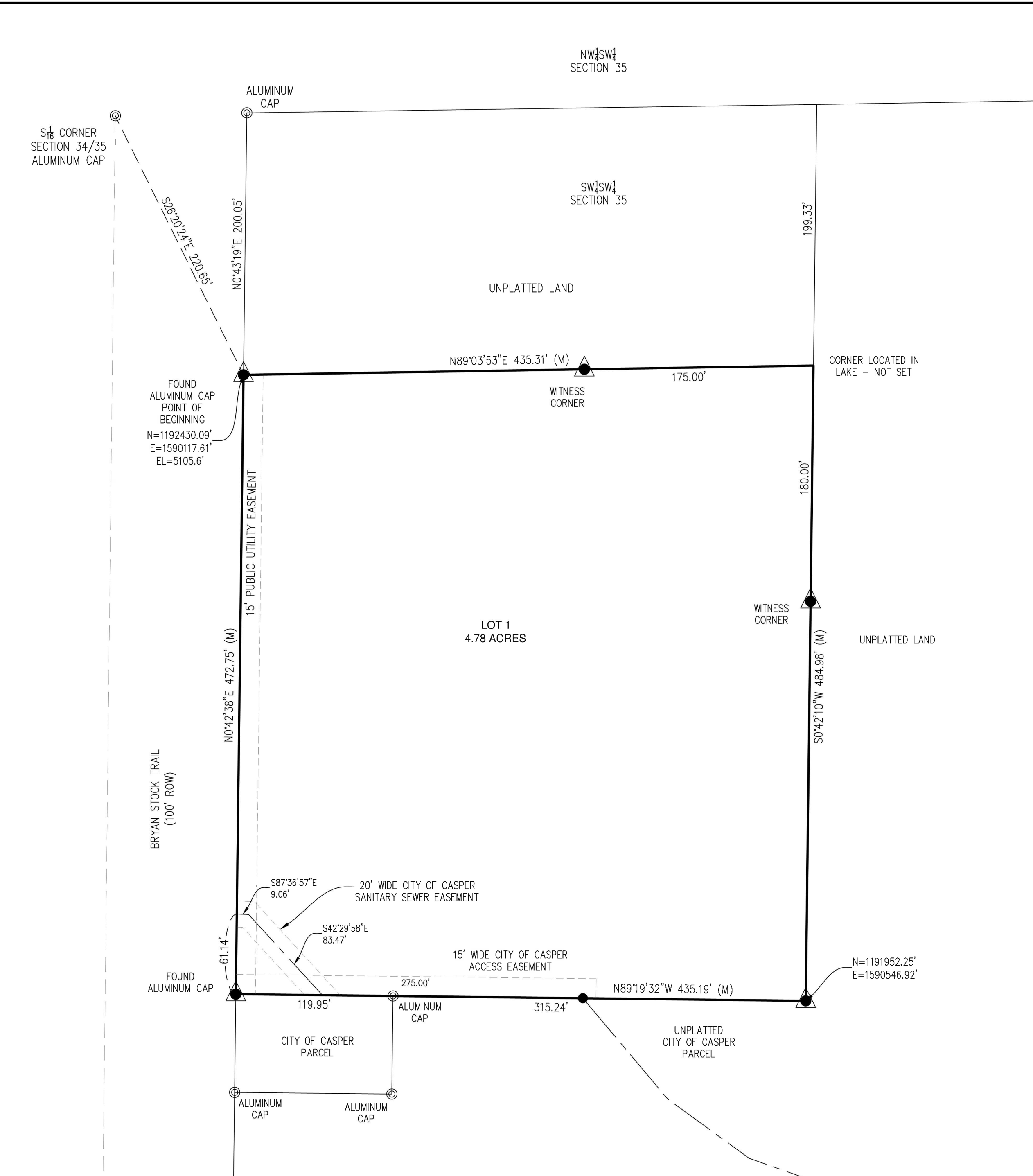
Date: 4-7-2023  
W.O. No. 17707  
Book No.     , Pg.       
Drawn By: JLS

Acad File: ELKHORN VILLAGE EXTENSION PARCEL

N:\CLIENT\BLACKMORE HOMES\17707-BLACKMORE HOMES-ELKHORN VILLAGE 2 REPLAT ANNEX\SURVEY\DESCRIPTIONS\ELKHORN VILLAGE EXTENSION PARCEL.DWG



M:\Land 2023\Survey\23-137 Knife River Annexation\Drawings\Survey Plots\JTL GROUP INC ANNEX.dwg, 5/18/2023, Bill



VICINITY MAP  
NO SCALE

#### APPROVALS

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

SECRETARY

CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED,

ADOPTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

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

CITY CLERK

MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2023.

CITY SURVEYOR

#### NOTES

1. ERROR OF CLOSURE EXCEEDS 1:279,397.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°42'17.891", AND THE COMBINED FACTOR IS 0.99978166.
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

#### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, JTL GROUP, INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SW 1/4 OF SECTION 35, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/8 CORNER COMMON TO SECTIONS 34 AND 35, T.34N., R.79W., MONUMENTED BY AN ALUMINUM CAP;

THENCE S26°20'24"E, A DISTANCE OF 220.65 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°03'53"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 435.31 FEET TO THE NORTHEAST CORNER OF THE PARCEL, REFERENCED BY A BRASS CAP WITNESS CORNER LOCATED S89°03'53"W, A DISTANCE OF 175.0 FEET FROM THE ACTUAL CORNER;

THENCE S00°42'10"W, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 484.98 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N89°19'32"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 435.19 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP;

THENCE N00°42'38"E, ALONG THE WEST LINE OF THE PARCEL ALSO BEING THE EAST LINE OF BRYAN STOCK TRAIL, A DISTANCE OF 472.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4.78 ACRES, (208,382 S.F.), MORE OR LESS, 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 PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "JTL GROUP INC. ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE STRIP OF LAND MARKED "15' WIDE CITY OF CASPER ACCESS EASEMENT" IS HEREBY DEDICATED TO THE CITY OF CASPER FOR ACCESS TO THE CITY LANDS TO THE SOUTH OF THIS SUBDIVISION. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

JTL GROUP, INC.  
1461 BRYAN STOCK TRAIL  
CASPER, WYOMING 82609

MICHAEL J. HAYNES — VICE PRESIDENT  
JTL GROUP, INC., dba KNIFE RIVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL J. HAYNES, VICE PRESIDENT OF JTL GROUP, INC., dba KNIFE RIVER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

AN ANNEXATION AND PLAT OF  
A PORTION OF THE SW 1/4 OF  
SECTION 35, T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
AS

#### JTL GROUP INC. ADDITION

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE  
SW 1/4 OF SECTION 35  
T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
MAY, 2023

# 2022 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	WWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	128	121	120
<b>State School Foundation Program</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
<b>School District # 1</b>									
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bond & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL SCHOOL DISTRICT</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>
<b>Community College</b>									
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>
<b>Natrona County</b>									
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
<b>TOTAL NATRONA COUNTY</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
<b>County Weed &amp; Pest</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>
<b>Municipal Levies</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>			
<b>Sewer, Water. &amp; Fire Bonds</b>							<b>8.000</b>		
<b>Fire Protection</b>							<b>3.000</b>	<b>3.000</b>	<b>3.000</b>
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>75.890</b>	<b>67.890</b>	<b>67.890</b>

## **UTILITIES AND FRANCHISES**

Rocky Mountain Power (Local)	2840 East Yellowstone Hwy Casper, WY 82609
PacifiCorp dba Rocky Mountain Power	1407 W. North Temple, Suite 320 Salt Lake City, UT 84116
Rocky Mountain Power	PO Box 400 Portland, Oregon 97207-0400
Century Link (Local)	103 North Durbin Street Casper, WY 82601
Qwest Corp. dba CenturyLink QC	100 CenturyLink Drive Monrow, LA 71203
Charter (Local)	451 South Durbin Street Casper, WY 82601
Bresnan Communications Dbas Charter Communications	611 E. Carlson St. Cheyenne, WY 82001
Charter Communications	12405 Powerscourt Dr. St. Louis, MO 63131
Black Hills Energy (Local)	1535 East Yellowstone Casper, WY 82601
WERCS Communications, Inc., Dbas Mountain West Telephone	123 West 1 <sup>st</sup> Street, Suite C-95 Casper, WY 82601
InTTec, Inc. (Subsidiary Of Visionary Communications)	1001 S. Douglas Hwy, #201 Gillette, WY 82716
Clarity Telecom	5100 S. Broadband Lane Sioux Falls, SD 57108
Advanced Communications Technology, Inc., dba Range	PO Box 7039 Sheridan, WY 82801



## OWN1

BLACKMORE HOMES INC  
BRUS, ANDREW C ET UX  
V JUNE HARTMAN LIVING TRST 10/22/13  
CASPER, CITY OF A WY MUNICIPAL CORP  
RICHARD AND VICKIE L DIAMOND REV TRUST 7/7/09  
HENDRICKSON, DOYLE D ET UX  
WRASPER, CHERYL  
ANDERSON, ALAN R ET UX  
HAYDEN, WESLEY ET AL  
EAST ELKHORN RANCH LLC  
RIVER VALLEY BUILDERS INC  
WALTERS, NATHAN N ET UX  
MC MURRY FOUNDATION

## ADDR1

PO BOX 3003  
1439 LUKER DR  
1220 ELKHORN VALLEY DR  
200 N DAVID ST  
1321 LUKER DR  
BOX 50587  
1500 ELKHORN VALLEY DR  
1400 ELKHORN VALLEY DR  
1241 ELKHORN VALLEY DR  
PO BOX 2390  
1616 E F ST  
1213 LUKER DR  
PO BOX 2016

## ADDR3

CASPER,WY 82602-3003  
CASPER,WY 82609  
CASPER,WY 82609  
CASPER,WY 82601-1815  
CASPER,WY 82609  
CASPER,WY 82605  
CASPER,WY 82609-0000  
CASPER,WY 82609  
CASPER,WY 82609-4656  
CASPER,WY 82602-2390  
CASPER,WY 82601-1516  
CASPER,WY 82609-4646  
CASPER,WY 82602-2016

RESOLUTION NO. 23-175

A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE § 15-1-402 REGARDING THE  
ANNEXATION OF 0.85-ACRES BEING  
INCORPORATED INTO THE PROPOSED ELKHORN  
VILLAGE ADDITION NO. 3 SUBDIVISION

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute § 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute § 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute § 15-1-402, is required to consider and make certain findings prior to the above-described property being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute § 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute § 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute § 15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute § 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Bruce Knell  
Mayor

July 18, 2023

MEMO TO: J. Carter Napier, City Manager *eb for JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Consideration of an Ordinance approving an Annexation, Plat, and Zoning Request Creating the JTL Group Inc. Addition Subdivision; and the Associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, July 18, 2023

Action Type:

Ordinance and Public Hearing

Recommendation:

That Council, by Ordinance, approve the annexation, plat, and zoning request to create the JTL Group Inc. Addition Subdivision; and the Associated Subdivision Agreement.

Summary:

Application has been received for an annexation, plat, and zoning to create the JTL Group Inc. Addition Subdivision, located at 1461 Bryan Stock Trail. The property in question is 4.78-acres, more or less, and is occupied by the Knife River company. The requested zoning for the property is C-4 (Highway Business). The property is contiguous, on its west side, to the existing Casper City limits along Bryan Stock Trail. Existing land uses in the area are a mix of industrial and park/open space. The proposed subdivision consists of a single lot, and the applicant's stated reason for wanting to annex the property into the City is to obtain public utilities (water and sewer) for the property. According to the applicant, the property suffers from environmental conditions that preclude the use of water wells. The property is developed, located in proximity to properties currently receiving City services, and the provision of water and sewer will benefit the City, as well as the property owners, by alleviating environmental contamination concerns.

The Planning and Zoning Commission accepted the recommendation of staff to include one (1) condition of approval with the plat that reiterates the City's code requirement to provide sidewalk along all City properties. In that there are limited connecting sidewalks in the area on the east side of Bryan Stock Trail, the condition defers the requirement to construct sidewalk until an unknown future date.

The Planning and Zoning Commission voted to support the annexation, plat, and zoning after a public hearing on June 8, 2023, with the single recommended condition discussed above. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

An annexation report, determining costs and benefits of the proposed annexation, will be completed prior to third and final reading.

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexations and zoning applications.

Attachments:

Aerial Map

Zoning Map

Ordinance

Plat

Subdivision Agreement

## **JTL GROUP INC. ADDITION 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. JTL Group, Inc., dba Knife River, 1461 Bryan Stock Trail, Casper, Wyoming 82609 ("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 an annexation, plat and zoning to create the JTL Group Inc. Addition.
- C. A plat of JTL Group Inc. Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

### **SECTION 1 – INCORPORATION OF RECITALS**

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

### **SECTION 2 - OBLIGATIONS OF OWNER**

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



## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 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.

2.16 Other Requirements:

- a. At such time as directed by the City, Owner shall either construct, or pay the City the cost of construction, for standard City sidewalk along the entire Bryan Stock Trail frontage of the Addition.

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:

JTL Group, Inc. dba Knife River  
1461 Bryan Stock Trail  
Casper, Wyoming 82609

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.

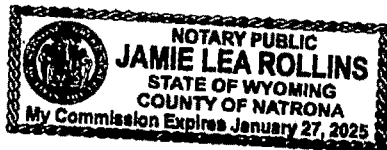
The parties hereby enter into this Agreement on the day and year first written above.

*(The rest of this page is left intentionally blank)*

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 22nd day of June, 2023, by Mike Haynes as the GM/VP of JTL Group, Inc. dba Knife River

(Seal, if any)



Jamie Rollins  
(Signature of notarial officer)  
Notary  
Title (and Rank)

[My Commission Expires: 01-27-25]

Walker Tremble

Bruce Knell  
Mayor

OWNER  
JTL Group, Inc. dba Knife River

By: Jennifer Turner

Printed Name: Jennifer Turnbull

Title: Office Manager

By: Mike Haynes

Printed Name: Mike Haynes

Title: GM/VP

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

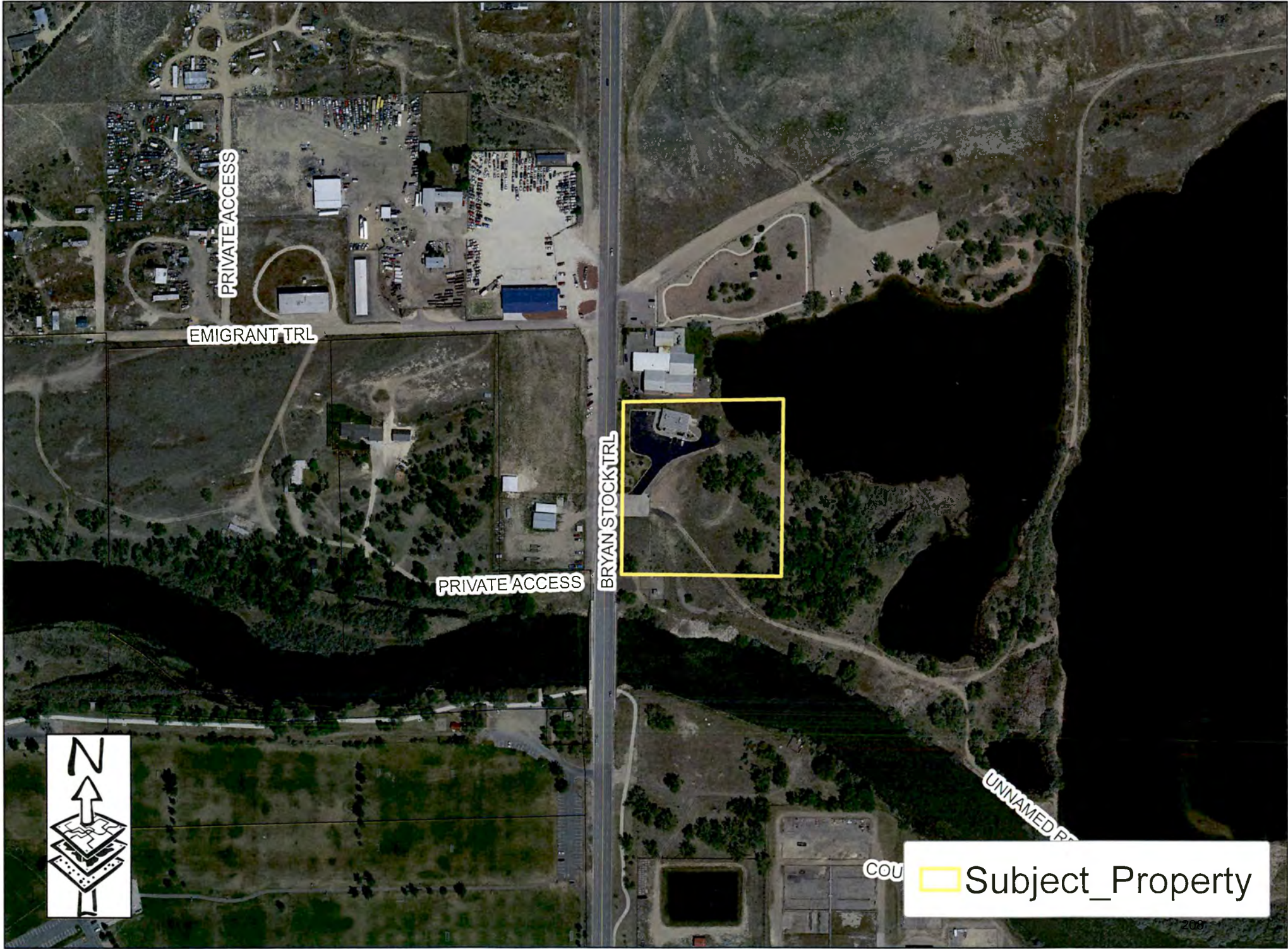
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: \_\_\_\_\_]



Proposed JTL Group Inc. Addition

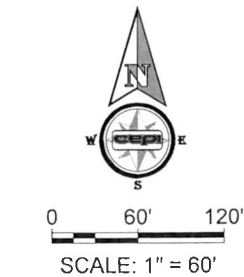




# Proposed JTL Group Inc. Addition



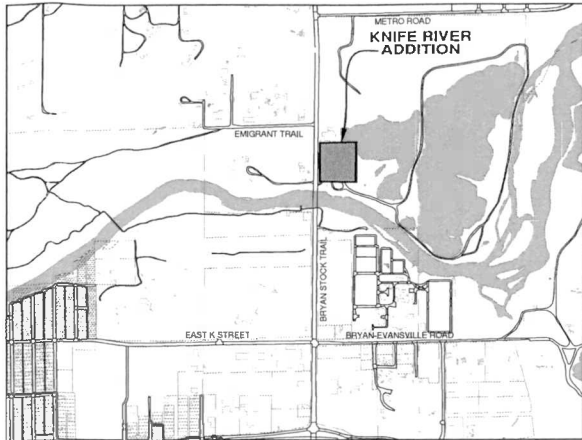
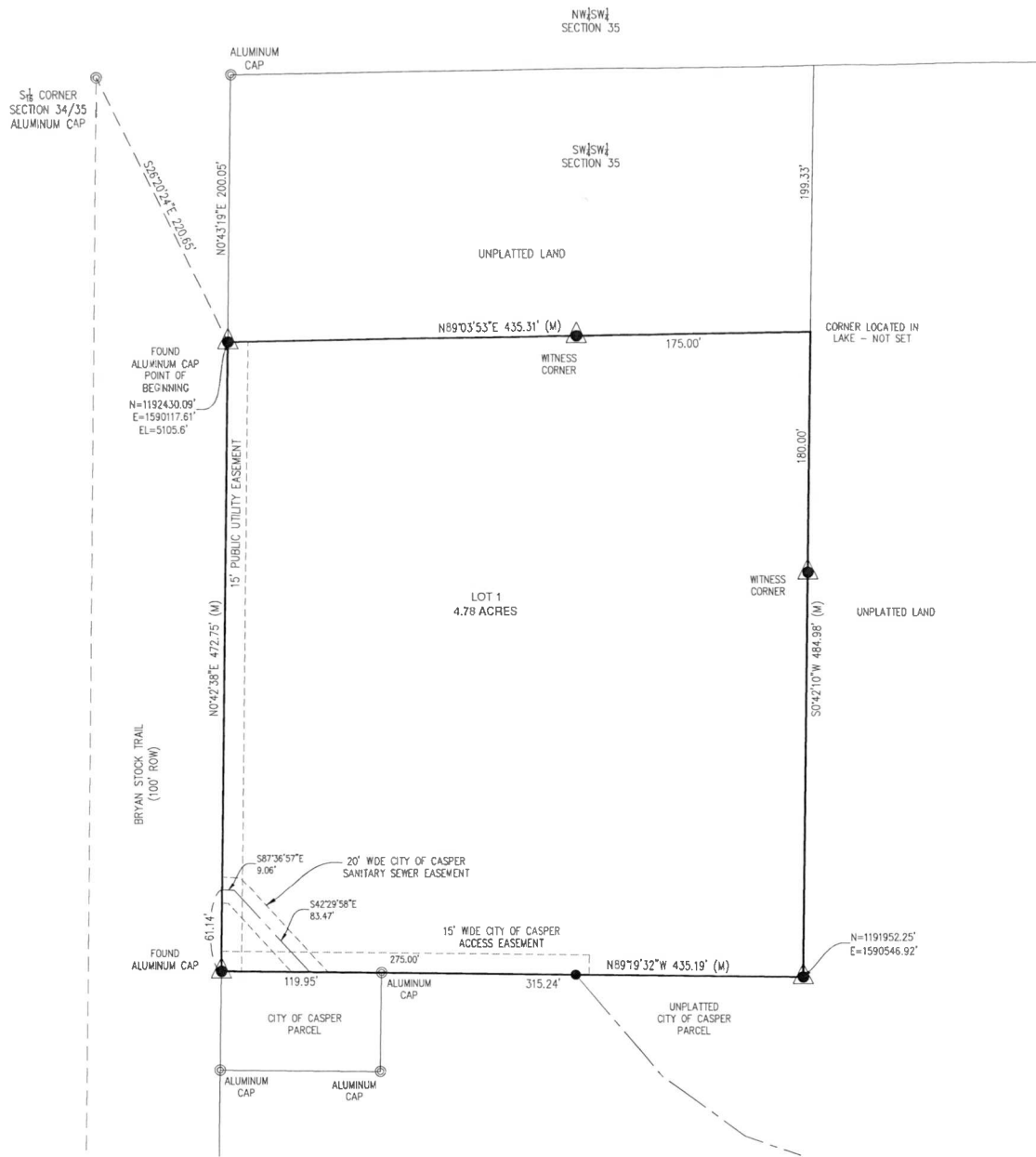
M:\Land 2023\Survey\23-137 Knife River Annexation\Drawings\Survey Plats\JTL GROUP INC. ANNEX.dwg, 5/18/2023, Bill



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

#### LEGEND

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



VICINITY MAP  
NO SCALE

#### APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_ DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
CITY SURVEYOR

#### NOTES

- ERROR OF CLOSURE EXCEEDS 1:279,397.
- BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'17.891", AND THE COMBINED FACTOR IS 0.99978156.
- ALL DISTANCES ARE GRID.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

#### CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss  
COUNTY OF NATRONA

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

#### CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss  
COUNTY OF NATRONA

THE UNDERSIGNED, JTL GROUP, INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$  OF SECTION 35, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S $\frac{1}{8}$  CORNER COMMON TO SECTIONS 34 AND 35, T.34N., R.79W., MONUMENTED BY AN ALUMINUM CAP;

THENCE S26°20'24"E, A DISTANCE OF 220.65 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°03'53"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 435.31 FEET TO THE NORTHEAST CORNER OF THE PARCEL, REFERENCED BY A BRASS CAP WITNESS CORNER LOCATED S89°03'53"W, A DISTANCE OF 175.0 FEET FROM THE ACTUAL CORNER;

THENCE S00°42'10"W, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 484.98 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N89°19'32"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 435.19 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF BRYAN STOCK TRAIL, MONUMENTED BY A BRASS CAP;

THENCE N00°42'38"E, ALONG THE WEST LINE OF THE PARCEL ALSO BEING THE EAST LINE OF BRYAN STOCK TRAIL, A DISTANCE OF 472.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4.78 ACRES, (208,382 S.F.), MORE OR LESS, 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 PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "JTL GROUP INC. ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE STRIP OF LAND MARKED "15' WIDE CITY OF CASPER ACCESS EASEMENT" IS HEREBY DEDICATED TO THE CITY OF CASPER FOR ACCESS TO THE CITY LANDS TO THE SOUTH OF THIS SUBDIVISION. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

JTL GROUP, INC.  
1461 BRYAN STOCK TRAIL  
CASPER, WYOMING 82609

MICHAEL J. HAYNES - VICE PRESIDENT  
JTL GROUP, INC., dba KNIFE RIVER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MICHAEL J. HAYNES, VICE PRESIDENT OF JTL GROUP, INC., dba KNIFE RIVER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

AN ANNEXATION AND PLAT OF  
A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$  OF  
SECTION 35, T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
AS

#### JTL GROUP INC. ADDITION

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE  
SW $\frac{1}{4}$ SW $\frac{1}{4}$  OF SECTION 35  
T.34N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
MAY, 2023

ORDINANCE NO. 12-23

AN ORDINANCE APPROVING THE ANNEXATION, PLAT  
AND ZONING CREATING THE JTL GROUP INC. ADDITION  
SUBDIVISION

WHEREAS, JTL Group, Inc., dba Knife River ("Owner"), has applied to annex 4.78-acres, more or less, located in and being a portion of the SW1/4SW1/4 of Section 35, T.34N., R79W., 6<sup>th</sup> P.M., Natrona County Wyoming; and,

WHEREAS, in a companion item, Owner has also applied to plat said 4.78-acres, to create the JTL Group Inc. Addition; and,

WHEREAS, Owner has requested that the proposed JTL Group Inc. Addition be zoned C-4 (Highway Business); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax-exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, plat and zoning creating JTL Group Inc. Addition following a public hearing on June 8, 2023.

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

SECTION 1:

The annexation of 4.78-acres, more or less, located in and being a portion of the SW1/4SW1/4 of Section 35, T.34N., R79W., 6<sup>th</sup> P.M., Natrona County Wyoming, is hereby approved, said property is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the JTL Group Inc. Addition to the City of Casper is hereby approved.

SECTION 3:

The zoning of the JTL Group Inc. Addition shall be C-4 (Highway Business).

SECTION 4:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Subdivision Agreement between the City and the Owner.

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 18<sup>th</sup> day of July, 2023.

PASSED on 2nd reading the 1<sup>st</sup> day of August, 2023.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

July 18, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of an Ordinance approving an Annexation, Plat, and Zoning Request Creating the Elkhorn Village Addition No. 3 Subdivision; and the associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, July 18, 2023

Action Type:

Ordinance and Public Hearing

Recommendation:

That Council, by Ordinance, approve the annexation, plat, and zoning request to create the Elkhorn Village Addition No. 3 Subdivision; and the associated Subdivision Agreement.

Summary:

Application has been received for the creation of the Elkhorn Village Addition No. 3 located at the northeast corner of Elkhorn Valley Drive and East 12<sup>th</sup> Street. The subdivision includes a replat of six (6) existing lots in the Elkhorn Village Addition No. 2 and an annexation of 0.85-acres, more or less. The existing lots are currently zoned R-2 (One Unit Residential) and the area being annexed is requested to be R-2 (One Unit Residential) in order to integrate into the existing lots. The purpose of the annexation and replat is to increase the size of the existing lots, to eliminate one (1) lot, and to create five (5) newly configured lots for single-family residential development. All uses in the area are single-family residential and all surrounding lots are also zoned R-2 (One Unit Residential). The property being annexed is contiguous with the City limits along its west property boundary.

The Planning and Zoning Commission accepted the recommendation of staff to include two (2) conditions of approval with the replat. As shown on the Elkhorn Village Addition No. 3 plat, there is a gap of missing 12<sup>th</sup> Street right-of-way located adjacent to proposed Lot 5. The first condition requires that the applicant/owner dedicate the missing piece of right-of-way to the City within twelve (12) months. The second condition allows for the deferment of the construction of East 12<sup>th</sup> Street. As is customary, subdivisions, and specifically corner lots, are responsible for half the cost of construction of the adjacent public roads along both of their street frontages. This requirement ensures that the next developers down the line, beyond the subdivision, don't get burdened with the cost of the road and utility extensions adjacent to previously developed areas, thereby encouraging equitable and orderly development. In that additional depth and street frontage is being added adjacent to Lot 5 with this request, and the necessary right-of-way has not yet been dedicated, the City is proposing to allow the construction of the extension of 12<sup>th</sup> Street to occur at an undetermined time in the future, when necessitated by further development

to the east. The applicant has indicated that no further development is planned to the east of this subdivision in the foreseeable future and doesn't see an immediate need to construct the 12<sup>th</sup> Street extension.

The Planning and Zoning Commission voted to support the annexation, plat, and zoning after a public hearing on June 8, 2023, with the two (2) recommended conditions discussed above. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

An annexation report, determining costs and benefits of the proposed annexation, will be completed prior to third and final reading.

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexations and zoning applications.

Attachments:

Aerial Map

Zoning Map

Ordinance

Plat

Subdivision Agreement

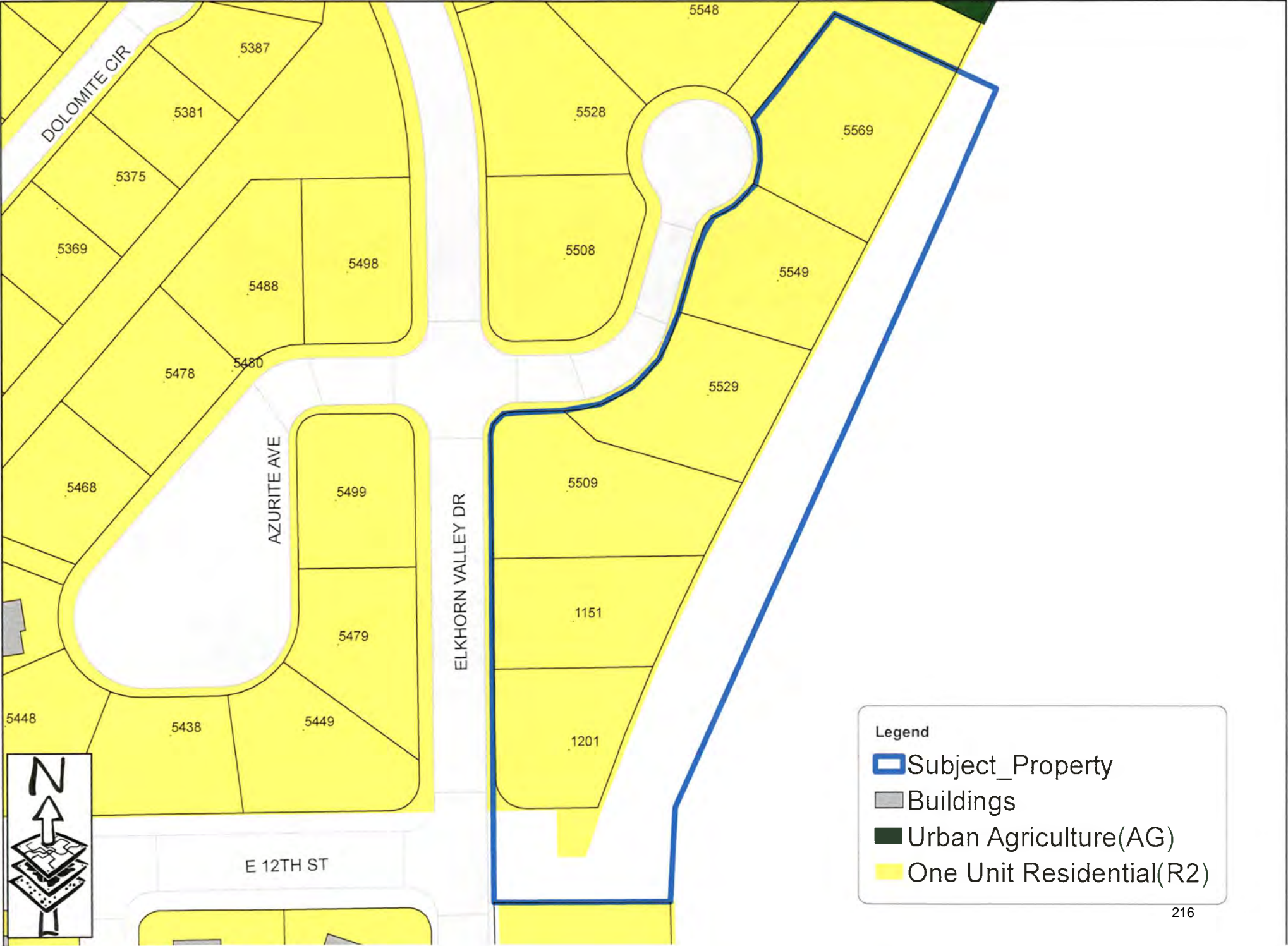


# Replat and Annexation creating Elkhorn Village Addition No. 3

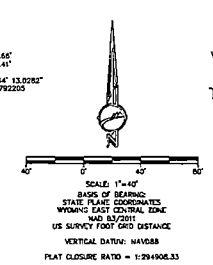




# Replat and Annexation creating Elkhorn Village Addition No. 3

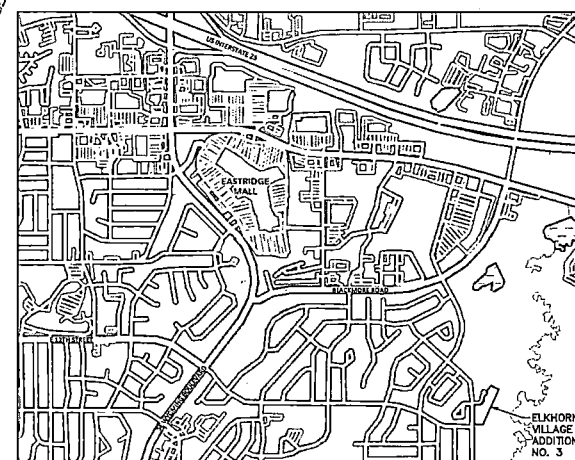


PLAT OF  
**"ELKHORN VILLAGE ADDITION NO. 3"**  
 A SUBDIVISION LOCATED IN AND BEING A PORTION OF  
 THE SE1/4SW1/4, SECTION 7, AND THE NE1/4NW1/4, SECTION 18,  
 TOWNSHIP 33 NORTH, RANGE 78 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 BEING A VACATION AND REPLAT OF LOTS 48-53 ELKHORN  
 VILLAGE ADDITION NO. 2 AND AN ANNEXATION OF A PORTION OF  
 THE SE1/4SW1/4, SECTION 7 AND NE1/4NW1/4, SECTION 18,  
 TOWNSHIP 33 NORTH, RANGE 78 WEST SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SHEET 1 OF 1



- LEGEND**
- SET GRASS CAP
  - SET ALUM. CAP
  - RECOVERED GRASS CAP
  - RECOVERED ALUM. CAP
  - MEASURED AND RECORDED
  - PARCEL BOUNDARY

Curve #	Delta	Radius	Length	Chord
C1	89°57'25"	23.00'	33.37'	N45°41'18"W, 35.35'
C2	90°00'00"	20.00'	31.42'	N45°10'25"E, 28.76'
C3	73°11'26"	100.00'	127.74'	N32°34'42"E, 119.33'
C4	54°14'18"	20.00'	18.83'	N43°05'08"E, 18.23'
C5	100°56'58"	57.00'	100.43'	N19°44'48"E, 87.83'



**CERTIFICATE OF DEDICATION**

Blackmore Homes, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of Lots 48-53 of Elkhorn Village Addition No. 2 to the City of Casper, Wyoming, and an annexation of a portion of the SE1/4SW1/4, Section 7, and NE1/4NW1/4, Section 18, Township 33 North, Range 78 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by meters and bearings as follows:

Beginning at a point on the northerly line of the Parcel being dedicated and the southeasterly corner of Tract B, Elkhorn Village Addition No. 2 and a point in the SE1/4SW1/4, Section 7; thence from said Point of Beginning and along the northerly line of said Parcel; S55°21'19"E, 114.24 feet to a point; thence along the easterly line of said Parcel and into said NE1/4NW1/4, Section 18, S24°09'58"W, 671.65 feet to a point; thence along the southerly line of said Parcel, S89°10'59"W, 125.00 feet to the beginning of a curve; thence along the arc of a true curve to the right and having a radius of 25.00 feet, and the long chord of which bears N45°42'18"W, 35.35 feet, through a central angle of 89°57'25", 39.27 feet to a point of intersection with a tangent line; thence along the westerly line of said Parcel and the easterly right of way line of Elkhorn Valley Drive and into said SE1/4SW1/4, Section 7, N0°49'35"W, 294.09 feet to the beginning of a curve; thence along the arc of a true curve to the right and having a radius of 20.00 feet, and the long chord of which bears N44°10'25"E, 28.76 feet, through a central angle of 90°00'00", 31.42 feet to a point of intersection with a tangent line; thence continuing along the westerly line of said Parcel and the southeasterly line of Azurite Avenue, N89°10'25"E, 42.41 feet to the beginning of a curve; thence along the arc of a true curve to the left and having a radius of 100.00 feet, and the long chord of which bears N52°34'42"E, 119.33 feet, through a central angle of 73°11'26", 127.74 feet to a point of intersection with a tangent line; thence continuing along the westerly line of said Parcel and the easterly line of Azurite Avenue, N15°58'59"E, 83.35 feet to the beginning of a curve; thence along the arc of a true curve to the right and having a radius of 20.00 feet, and the long chord of which bears N43°05'08"E, 18.23 feet, through a central angle of 54°14'18", 18.83 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the left and having a radius of 57.00 feet, and the long chord of which bears N19°44'48"E, 87.83 feet, through a central angle of 100°56'58", 100.43 feet to a point of intersection with a non-tangential line and a point in and intersection with the southerly line of said Tract B, Elkhorn Village Addition No. 2; thence continuing along the westerly line of said Parcel and the southerly line of said Tract B, Elkhorn Village Addition No. 2, N38°43'53"E, 113.93 feet to a point; thence along the northerly line of said Parcel and continuing along the southerly line of said Tract B, Elkhorn Village Addition No. 2, S55°21'19"E, 114.24 feet to said Point of Beginning and containing 3.076 acres, more or less, as set forth by the plat attached and made a part hereof.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "ELKHORN VILLAGE ADDITION NO. 3" to the City of Casper, Wyoming. All streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Blackmore Homes, Inc.  
 441 Landmark, Ste. 100  
 Casper, Wyoming 82609

TAMM A. SMITH, MANAGER, BLACKMORE HOMES, INC.

**ACKNOWLEDGMENT**

State of Wyoming }  
 County of Natrona } ss  
 The foregoing instrument was acknowledged before me by Tamm A. Smith, Manager of Blackmore Homes, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 Witness my hand and official seal.  
 My Commission Expires: \_\_\_\_\_  
 Notary Public

**APPROVALS**

APPROVED: City of Casper Planning and Zoning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.  
 Secretary \_\_\_\_\_ Commission Chairman \_\_\_\_\_  
 APPROVED: City Council of the City of Casper, Wyoming by Resolution No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 Attest: \_\_\_\_\_ Mayor \_\_\_\_\_  
 City Clerk \_\_\_\_\_ City Engineer \_\_\_\_\_  
 INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 City Surveyor \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, Paul R. Svenson, a registered professional land surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during an actual survey made by me or others under my direct supervision during the months of June through September, 2018, February, 2020, and April 2023 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



State of Wyoming }  
 County of Natrona } ss  
 The foregoing instrument was acknowledged before me by Paul R. Svenson this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 Witness my hand and official seal.  
 My Commission Expires: \_\_\_\_\_  
 Notary Public

**WLC**  
 ENGINEERING • SURVEYING  
 200 PRONDRORN, CASPER, WY. 82601  
 W.C. NO. 17707 DATE 05-01-23 FILE NAME: ELKHORN VILLAGE ADDITION NO. 3

## **ELKHORN VILLAGE ADDITION NO. 3 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. Blackmore Homes, Inc., 441 Landmark Drive, Casper, Wyoming 82609 ("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 an annexation, replat and zoning to create the Elkhorn Village Addition No. 3 Subdivision.
- C. A plat of Elkhorn Village Addition No. 3 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

### **SECTION 1 – INCORPORATION OF RECITALS**

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

### **SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 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.

2.16 Other Requirements:

- a. Within twelve (12) months of the approval of Elkhorn Village Addition No. 3, Owner shall dedicate the necessary right-of-way, transfer ownership, or provide a public road easement in a form acceptable to the City of Casper for the extension of East 12<sup>th</sup> Street, along the entire Lot 5, Elkhorn Village Addition No. 3 lot line and extending to the eastern boundary of Elkhorn Village Addition No. 3.
- b. When necessitated by further development to the east, and directed by the City, Owner shall participate in one half (1/2) the total the cost of engineering, design, and construction of East 12<sup>th</sup> Street, from Elkhorn Valley Drive to the eastern boundary of Lot 5, Elkhorn Village Addition No. 3, including all standard street appurtenances, including, but not limited to, curb, gutter, sidewalk, utilities, street lights, and fire hydrants. The requirement for

participation in the construction of the street shall run with the land, and apply to all heirs, successors, assigns, grantees and transferees.

### 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:

Blackmore Homes, Inc.  
441 Landmark Drive  
Casper, Wyoming 82609

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:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Bruce Knell  
Mayor

WITNESS:

OWNER  
Blackmore Homes, Inc.

By: Deeann Miller

By: Timm A. Smith

Printed Name: Deeann Miller

Printed Name: Timm A. Smith

Title: Permit Tech

Title: Manager

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

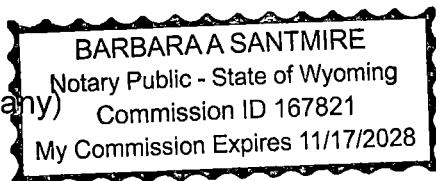
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this 18<sup>th</sup> day of July, 2023, by Timm A. Smith as the manager of Blackmore Homes, Inc.

(Seal, if any)



Barbara Santmire  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/17/2028]

ORDINANCE NO. 13-23

AN ORDINANCE APPROVING THE ANNEXATION, PLAT  
AND ZONING CREATING THE ELKHORN VILLAGE  
ADDITION NO. 3 SUBDIVISION

WHEREAS, Blackmore Homes, Inc. ("Owner") has applied to annex 0.85-acres, more or less, located in and being a portion of the SE1/4SW1/4, Section 7 and NE1/4NW1/4, Section 18, T. 33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming; and,

WHEREAS, in a companion item, Owner has also applied to replat Lots 48-53, Elkhorn Village Addition No. 2, which collectively, along with the 0.85-acres being annexed, comprise the proposed Elkhorn Village Addition No. 3; and,

WHEREAS, Lots 48-53, Elkhorn Village Addition No. 2 are currently zoned R-2 (One Unit Residential); and,

WHEREAS, Owner has requested R-2 (One Unit Residential) zoning for the 0.85-acre parcel being annexed, in order to maintain uniformity with the current zoning of Lots 48-53, Elkhorn Village Addition No. 2; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax-exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, plat and zoning creating Elkhorn Village Addition No. 3 following a public hearing on June 8, 2023.

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

SECTION 1:

The annexation of 0.85-acres, more or less, located in and being a portion of the SE1/4SW1/4, Section 7 and NE1/4NW1/4, Section 18, T. 33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming, is hereby approved, said property is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The replat of Lots 48-53, Elkhorn Village Addition No. 2, together with the inclusion of the annexed property described above, which collectively creates the Elkhorn Village Addition No. 3 Subdivision, is hereby approved.

SECTION 3:

The zoning of the Elkhorn Village Addition No. 3 Subdivision shall be R-2 (One Unit Residential).

SECTION 4:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Subdivision Agreement between the City and the Owner.

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 18<sup>th</sup> day of July, 2023.

PASSED on 2nd reading the 1<sup>st</sup> day of August, 2023.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

Walter Tremel


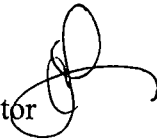

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 14, 2023

MEMO TO: J. Carter Napier, City Manager   
FROM: Cindie Langston, Interim Public Services Director   
Alex Sveda, P.E., City Engineer   
SUBJECT: Granting a Utility Easement for Underground Utilities along Three Trails Road to service the Wyoming Sports Ranch

Meeting Type & Date  
Regular Council Meeting  
September 5, 2023

Action type  
Resolution

Recommendation:  
That Council, by Resolution, grant a utility easement for installation and maintenance of underground utilities along Three Trails Road serving the Wyoming Sports Ranch.

Summary:  
With the construction of the Wyoming Sports Ranch (WSR), dry utilities will be needed. In order connect these utilities to the WSR site, including gas, communication, and fiberoptic, an easement is required along Three Trails Road, property owned by the City of Casper and which is not a public right-of-way. The easement allows dry utility companies to construct, maintain, repair, and/or replace the underground utilities as may be required.

Financial Considerations  
N/A

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

Attachments  
Resolution  
Utility Easement



## UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement") is made by City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, WY 82601, hereinafter referred to as "Grantor".

### RECITAL

WHEREAS, Grantor provides to holders of current and active franchise agreements ("Franchisees") with the City of Casper, a non-exclusive utility easement for gas, communication, phone, and fiberoptic lines, as described on Exhibit "A" and Exhibit "B", attached hereto and made a part of this Easement.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey a non-exclusive easement more particularly described on Exhibit "A" and Exhibit "B", attached hereto and made a part of this Easement., for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove underground utility lines and related equipment, under and across the Easement. The Easement shall burden Grantor's property and benefit Franchisees, their successors and their assigns. Franchisees shall, as a condition of the Easement, at their sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the Easement to pre-existing conditions or better. The Franchisees shall not use the Easement for any use prohibited by or in violation of the terms of this Easement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the Easement property for any purpose which does not interfere with the Easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the Easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the Easement granted herein.

3. **TERM OF EASEMENT.** The term of the Easement shall be for so long as the Easement is used for the purpose described in Section 1. If the Easement is no longer used for the purposes described in Section 1 or is abandoned in writing by all Franchisees, then the Easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the Easement.

4. **LIABILITY.** The Grantor and Franchisees do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Franchisees: Refer to current and active holders of Franchise Agreements granted by City of Casper.

To Grantee: City of Casper  
Attention: City Manager  
200 North David Street  
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either of the parties, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This Easement and any amendments hereto, shall be recorded in the real property records of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this Easement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this Easement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this Easement is executed by Grantor below.

**GRANTOR:**

City of Casper, Wyoming  
A Wyoming Municipal Corporation

By: \_\_\_\_\_  
Bruce Knell, Mayor


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

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

My commission expires:

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by  
Bruce Knell, as the Mayor of the City of Casper, Wyoming.

\_\_\_\_\_  
NOTARY PUBLIC

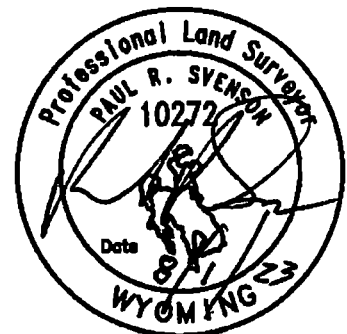
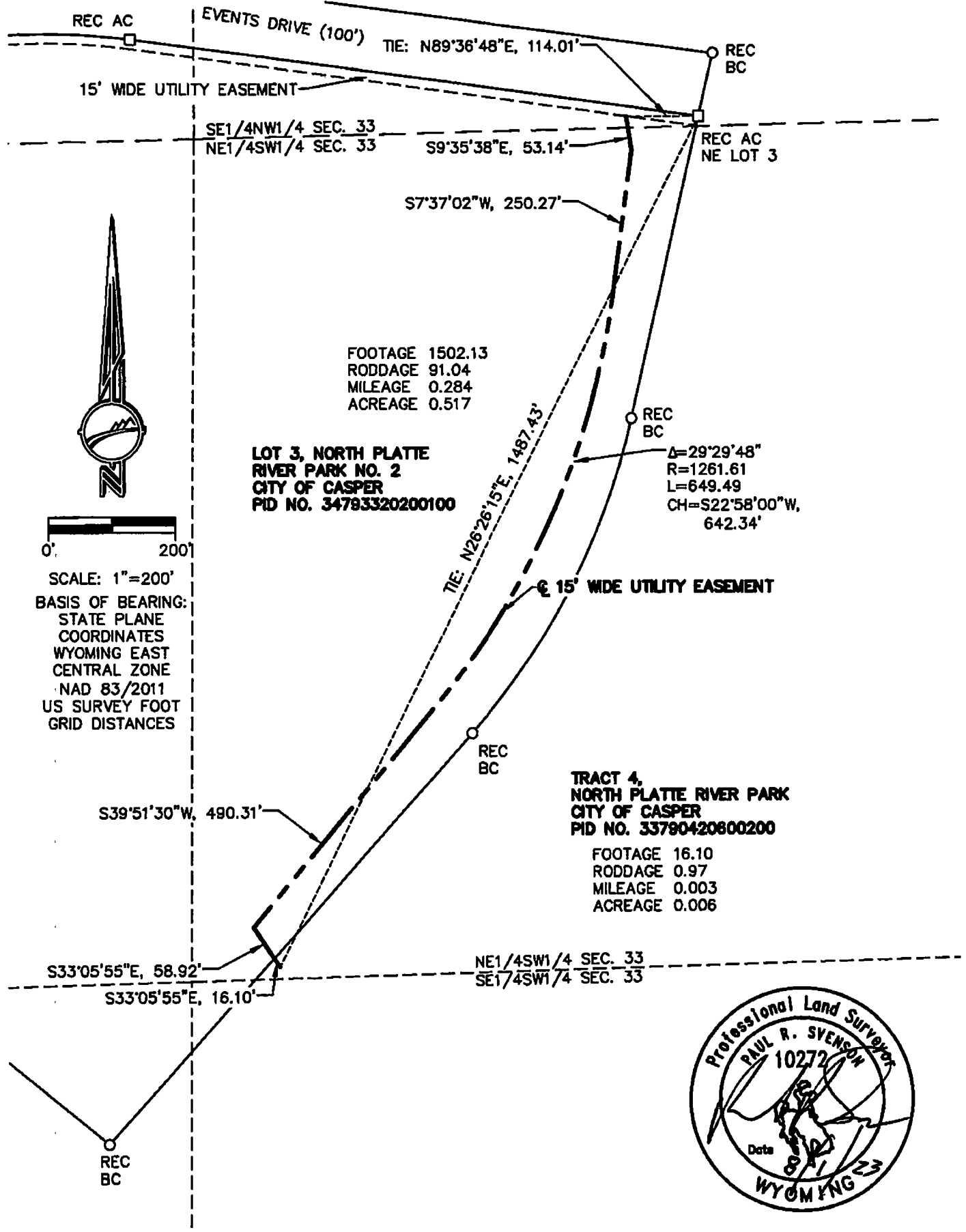
My commission expires:

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

Client STATELINE NO.7 ARCHITECTS Address 444 SOUTH CENTER ST.  
City CASPER State WYOMING Zip 82601

EXHIBIT "A"

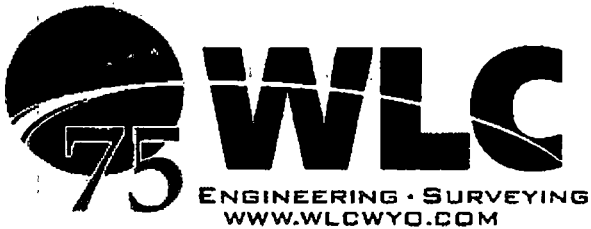
SE1/4NW1/4  
NE1/4SW1/4 Section 33, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming  
3 NORTH PLATTE RIVER PARK NO.2  
Lot TRACT 4 Block            Subdivision NORTH PLATTE RIVER PARK  
City CASPER County NATRONA State WYOMING



Date: 7-19-23  
W.O. No. 17297-09  
Book No.           , Pg.             
Drawn By: JLS

Acad File: SPORTS COMPLEX WEST LEASE BOUNDARY

N:\CLIENT\STATELINE NO. 7\17297-STATELINE NO.7-CASPER SPORTS COMPLEX\SURVEY\DWG\SPORTS COMPLEX WEST LEASE BOUNDARY.DWG



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

**EXHIBIT "B"**

July 19, 2023

**Page 1 of 1**

Stateline No. 7 Architects  
444 South Center  
Casper, Wyoming 82601

W.O. No.: 17297-09

**Description: 15' Wide Utility Easement – City of Casper**

A Parcel and Strip being 15 feet in width located in a portion of Tract 4, North Platte River Park and Lot 3, North Platte River Park No. 2 and being portions of the NE1/4SW1/4, SE1/4NW1/4, Section 33, T.34N., R.79W., 6TH P.M., Natrona County, Wyoming lying 7.5 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the northerly most end of the centerline being described and a point in said Lot 3, North Platte River Park No. 2 and a point in the south line of an existing 15' wide utility easement and from which point the northeast corner of said Lot 3, North Platte River Park No. 2 bears N.89°36'48"E., 114.01 feet; thence S.9°35'38"E., 53.14 feet to a point; thence S.7°37'02"W., 250.27 feet to a point of a non-tangential curve; thence 649.49 feet along the arc of a true curve to the right having a radius of 1261.61 feet and through a central angle of 29°29'48" and the chord of which bears S.22°58'00"W., 642.34 feet; thence S.39°51'30"W., 490.31 feet to a point; thence S.33°05'55"E., 58.92 feet to a point in and intersection with the east line of said Lot 3, North Platte River Park No. 2 and the west line of a portion of Tract 4, North Platte River Park, thence S.33°05'55"E., 16.10 feet into said Tract 4, North Platte River Park to the southerly most end of the centerline being described and the Point of Terminus and from which point the northeast corner of said Lot 3, North Platte River Park No. 2 bears N.26°26'15"E., 1487.43 feet, and said Parcel and Strip being 0.523 acres, more or less, as set forth by "Exhibit A", attached and made a part hereof. The sidelines of the above-described Parcel and Strip shall be extended and/or shortened to terminate at the intersecting easement line.



CASPER

RAWLINS

**DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.**

RESOLUTION NO. 23-176

A RESOLUTION GRANTING A UTILITY EASEMENT FOR  
MAINTENANCE OF UNDERGROUND UTILITIES WITHIN  
ALONG CITY OF CASPER-OWNED THREE TRAILS ROAD.

WHEREAS, dry utility companies require an easement for installation and maintenance of franchise utilities across City of Casper property not designated as public right-of-way; and,

WHEREAS, the utility easement will allow gas and communication utilities that would not be able to connect to available utility mains with single use service lines and, therefore require distribution mains to be installed; and,

WHEREAS, new services will be connected to the utility distribution mains within the proposed easement to serve the Wyoming Sports Ranch;

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 utility easement granted by the City of Casper, for installation and maintenance of underground utilities across their property, more particularly described in said easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

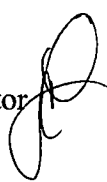
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
J. Carter Napier  
Mayor



September 5, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Acting Public Services Director  
Alex Sveda, P.E., City Engineer  
Steven Stolte E.I.T. Associate Engineer I 

SUBJECT: Authorizing A Procurement Agreement with Accent Packaging, Inc., for the 2023 5-Year Solid Waste Baler Bag Procurement, Project No. 23-006.

Meeting Type & Date

Regular City Council Meeting  
September 5, 2023

Action Type  
Resolution

Recommendation:

That Council, by Resolution, authorize a Procurement Agreement with Accent Packaging, Inc., (Accent) in the amount of \$1,589,150.00 for the 2023 5-Year Solid Waste Baler Bag Procurement, Project No. 23-006.

Summary:

On Wednesday, August 9, 2023, one (1) bid was received for the 2023 5-Year Solid Waste Baler Bag Procurement, Project No. 23-006. The bid is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Accent	Tomball, TX	\$1,589,150

The bid includes both procurement and delivery of 70,000 baler bags per year for five (5) years, for a total cost of \$1,589,150.

The Engineer's Estimate, prepared by City Engineering was \$2,075,775.00. This estimate was based off of bids received in 2022 and included inflation. After receiving and reviewing bids, discussions with prospective bidders forecasted potential price increases of 3% per year from the manufacturer due to market volatility, ocean freight rates, and trucking expenses. City Staff recommends awarding this contract to Accent, in the amount of \$1,589,150.

Financial Considerations

Funding for the project is from the operating supplies account of the Balfill Fund.

Oversight/Project Responsibility

Steven Stolte, E.I.T., Associate Engineer I

Attachments

Resolution  
Agreement

Accent Packaging, Inc.  
2023 5-Year Solid Waste Baler Bag Procurement  
Proj. No. 23-006

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Accent Packaging, Inc., 10131 FM 2920, Tomball, Texas 77375, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT  
PROJECT NO. 23-006**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Casper Solid Waste Facility  
1886 North Station Rd.  
Casper, WY 82601

Submittals of bag samples from each shipment are to be delivered to Owner's Testing Agency (see Special Provisions for address and contact information).

Specification sheets shall be delivered to Engineer via email at [sstolte@casperwy.gov](mailto:sstolte@casperwy.gov).

#### ARTICLE 4. CONTRACT TIME.

- 4.1 Procurement Deliveries: The first shipment shall be delivered on or within ninety (90) calendar days from the date of the Notice to Proceed. All ensuing shipments shall be delivered on or within ninety (90) days following the date of the previous shipment. Please see Special Provisions for other requirements.

Submittals: Specification sheets shall be delivered to Engineer within fourteen (14) calendar days after the date of the Owner's Notice of Award. Four (4) bag samples from each shipment, as required by the Special Provisions of the Procurement Documents, shall be delivered to Owner's Testing Agency at Contractor's expense for review and approval within thirty (30) calendar days before the due date of delivery of each shipment.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within the periods set forth in Paragraph 4.1.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.1 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of One Million Five Hundred Eighty-Nine Thousand One Hundred Fifty and 00/100 Dollars (\$1,589,150.00)

As freight is approximated for the bid process a change order may be requested to correct for actual freight costs after the last shipment is made.

If the average cost of bags has changed by greater than three percent (3%), up or down, a change order may be requested to adjust the price.

If Owner chooses to renew procurement of this Agreement for up to four (4) additional terms the renewals must be accepted, in the form of a change order, together or separately, and shall be consecutive. Change orders for renewals must be mutually agreed upon by Owner and Contractor and be executed within thirty (30) days prior to the fifth and final delivery of the current procurement. The unit prices of Bid Item No. 1, Bid Item No. 2, Bid Item No. 3, Bid Item No. 4 and Bid Item No. 5 are the procurement for 70,000 bags and the unit prices of Bid Item No. 1a, Bid Item No. 2a, Bid Item No. 3a, Bid Item No. 4a and Bid Item No. 5a are the freight costs and shall be included in this Agreement. See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

6.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:

6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety five percent (95%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

## ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

## ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PA-1 to PA-6, inclusive).
- 9.2 Exhibit "A" - Bid Form (BF-1 through BF-3), and the Bid Schedule (BS – Page 1 of 1).
- 9.3 Addenda Number 1
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-23, inclusive).
- 9.5 Standard Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.6 Procurement Specifications bearing the title "2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT PROJECT NO. 23-006", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.

- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



APPROVED AS TO FORM:

(2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT PROJECT NO. 23-006)

*Fleur Tremel*

CONTRACTOR:

ATTEST:

Accent Packaging, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Bruce Knell

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      **City of Casper**  
   **2023 5-Year Solid Waste Baler Bag Procurement**  
   **Project No. 23-006**

THIS BID SUBMITTED TO:      City of Casper  
   Public Services Department  
   Solid Waste Division  
   200 North David 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.   1                        Dated   7-26-23  

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) \$ 4,589,150.00

TOTAL BASE BID, IN WORDS: One Million Five Hundred Eighty Nine Thousand One Hundred and Fifty Dollars 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: 10131 FM 2920  
Tomball, TX 77375  
Attn: Steve Schuch  
(706) 975-5920

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 8 August, 2023.

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: Accent Packaging, Inc DBA Accent Wire-Tie (seal)  
(Name)

Texas

(State of Incorporation or Organization)

By: Steve E. Schuy Steve E. Schuy (seal)

Commercial Equipment Manager  
(Title)

(Seal)

Attest:

Business Address: 10131 FM 2920, Tomball, TX 77375

Phone Number: (706) 975-5920 (281) 255-0700

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.)

**EXHIBIT**A

2023 5-Year Solid Waste Baler Bag Procurement  
Project No. 23-006  
Bid Schedule

					<b>Accent Wire</b>	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid						\$1,589,150.00
	1	Baler Bag Procurement Year 1	Ea	70000	\$3.79	\$265,300.00
	1a	Freight	Ea	5	\$7,350.00	\$36,750.00
	2	Baler Bag Procurement Year 2	Ea	70000	\$3.89	\$272,300.00
	2a	Freight	Ea	5	\$7,533.00	\$37,665.00
	3	Baler Bag Procurement Year 3	Ea	70000	\$3.99	\$279,300.00
	3a	Freight	Ea	5	\$7,721.00	\$38,605.00
	4	Baler Bag Procurement Year 1	Ea	70000	\$4.09	\$286,300.00
	4a	Freight	Ea	5	\$7,914.00	\$39,570.00
	5	Baler Bag Procurement Year 5	Ea	70000	\$4.19	\$293,300.00
	5a	Freight	Ea	5	\$8,012.00	\$40,060.00
					<b>Base Bid Total:</b>	<b>\$1,589,150.00</b>

ADDENDUM NO. 1  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the

2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT

PROJECT NO. 23-006

for  
CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: July 26, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Steven Stolte, E.I.T.  
Associate Engineer I

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Accent Wire-Tie  
Firm

Arthur E. Hely  
By: Signature

Commercial Equipment Manager  
Title

07/26/2023  
Date Received



ADDENDUM NO. 1

to the  
BIDDING AND CONTRACT DOCUMENTS  
for the

2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT

PROJECT NO. 23-006

for  
CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE July 26, 2023

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

CONTRACT DOCUMENTS

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- STANDARD ADVERTISEMENT FOR BID: REPLACE first sentence, in its entirety, with the following:
  - “Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive sealed bids until 10AM on August 9th, 2023, for the following:”

END OF ADDENDUM NO. One

RESOLUTION NO. 23-177

A RESOLUTION AUTHORIZING THE  
PROCUREMENT AGREEMENT WITH ACCENT  
PACKAGING INC., FOR 2023 5-YEAR SOLID WASTE  
BALER BAG PROCUREMENT, PROJECT NO. 23-006.

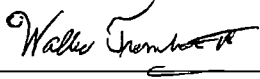
WHEREAS, the City of Casper desires to enter into a Procurement Agreement with Accent Packaging, Inc., for the 2023 5-Year Solid Waste Baler Bag Procurement, Project No. 23-006.

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 Standard Procurement Agreement between Accent Packaging, 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 agreement, in an amount not to exceed One Million Five Hundred Eighty-Nine Thousand One Hundred Fifty and 00/100 Dollars (\$1,589,150.00)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:




ATTEST:

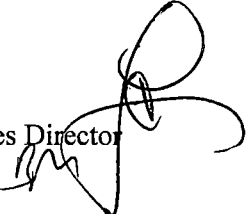
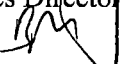
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 4, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Interim Public Services Director   
Bruce Martin, Public Utilities Manager 

SUBJECT: Authorizing the Execution of a Local Government Projects ARPA Fund Grant Agreement with the Office of State Lands and Investments (OSLI) for the Wastewater Treatment Plant (WWTP) MCC Replacement Project.

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize the execution of a Local Government Projects ARPA Fund Grant Agreement with the OSLI for the WWTP MCC Replacement Project.

**Summary**

The OSLI accepted grant applications for the Local Government Project ARPA Program in January of 2023. The program contained \$50,000,000 for various types of projects including water and sewer projects. The City submitted applications for five projects with one project, the WWTP MCC Replacement Project, being approved for a \$2,000,000 grant. Execution of a grant agreement is the final step in the process that sets forth terms and conditions and allows for the grant to be disbursed to the City.

**Financial Considerations**

The \$2 M ARPA Grant provides revenue to the WWTP fund which includes \$3.5 M in the FY24 capital budget for the MCC Replacement Project.

**Oversight/Project Responsibility**

Cindie Langston, Interim Public Services Director  
Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

**GRANT ARPA-LG-1200**  
**STATE OF WYOMING**  
**STATE LOAN AND INVESTMENT BOARD**  
**ARPA Grant Agreement**

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Casper (Grantee), whose address is: 200 N David St, Casper, WY 82601
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI will disburse State and Local Fiscal Recovery Funds (Grant Funds) pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18. Grant Funds disbursed under this Agreement shall reimburse only expenditures for the Project approved by the State Loan and Investment Board (the Board) pursuant to Chapter 42 of the Board's rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State's use of ARPA Funds.
4. **Payment.**
  - A. OSLI shall disburse Grant Funds to the Grantee to reimburse Project expenditures. Total reimbursements under this Agreement shall not exceed two million dollars (\$2,000,000). Disbursements from OSLI shall be made within forty-five (45) days after submission of an invoice.
  - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, Board rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Grant Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Drawing Funds.**
    - i. The Grantee shall request reimbursement only for expenses incurred completing the Project described in the application attached to and incorporated into this Agreement as Attachment A.
    - ii. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have been incurred for expenses that are eligible pursuant to this Agreement, Board rules, and all relevant federal and State laws. Grant Funds shall not be spent for any other purpose or project.

**B. Construction.** The Grantee shall:

- (i) Make arrangements for appropriate professional supervision and management of the Project.
- (ii) Provide to OSLI all project plans and specifications.
- (iii) Be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
- (iv) Provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
- (v) Establish payment schedules providing that all work shall be completed prior to December 31, 2026.
- (vi) Ensure that all Grant Funds are encumbered by October 31, 2024 and expended by December 31, 2026.
- (vii) If the Project has not been bid before the Effective Date, submit to OSLI the following materials prior to issuing an advertisement for bids:
  - (a) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the Project have been secured and recorded;
  - (b) Engineer's cost estimate and proposed construction budget for the Project;
  - (c) Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
- (viii) The Grantee shall keep OSLI staff informed on a Contractor's plan for use of a Retainage Account pursuant to Wyo. Stat. Ann. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the Contractor's identified retainage account.
- (ix) The Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress

payment beginning with the second request pursuant to Wyo. Stat. Ann. § 16-6-1001(a)(iv).

- (x) The Grantee shall submit Final Payment Documentation to OSLI pursuant to Wyo. Stat. Ann. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.
  - (xi) Prior to ordering a change to the project, the Grantee shall submit proposed changes to OSLI for review. The State shall have a minimum of five (5) business days to review the proposed change. Upon written approval of OSLI, the Grantee shall execute an amendment or change order to affected agreements. If the Grantee executes an amendment or change order without OSLI approval, OSLI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with Board rules and all relevant federal and State laws. If the change does not comply with Board rules and all relevant federal and State laws, OSLI shall not disburse any funds for expenses related to the change.
- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Grant Funds are spent in accordance with this Agreement, Board rules, and all State and federal laws.
  - D. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with any applicable provisions of Wyo. Stat. Ann. § 16-6-1001 and all applicable state procurement laws.

**6. Special Provisions.**

- A. **Administration of Federal Funds.** The Grantee agree its use of the Grant Funds awarded herein is subject to Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the U.S. Department of the Treasury; all applicable regulations published pursuant to section 602 and 603 of the Social Security Act; 31 C.F.R. Part 35; and all guidance issued by Treasury regarding the foregoing. The Grantee shall take all necessary actions to comply with all requirements for the use of these federal funds.
- B. **Ineligible Expenditures.** If OSLI or the Inspector General for the U.S. Department of the Treasury determines that any of the Grant Funds were not utilized for an eligible expense under ARPA, the Grantee shall repay such funds within fourteen (14) days to OSLI. In the event the Grantee does not repay the Grant Funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use of the Grant Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OSLI within a reasonable time.



- C. **State Inspection of Records.** OSLI, or another approved designee of the Board, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- D. **Federal Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. **Board Rules.** The grant and this Agreement are governed by Chapter 42 of the Board's rules and subject to all applicable provisions therein. In the event of any inconsistency between this agreement and the Board's rules, the Board's rules shall control.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.
- D. **Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, this Agreement may be terminated at the end of the period for which funds are available. OSLI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OSLI in the event this provision is exercised, and OSLI shall not be obligated or liable for any future payments as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, consisting of twenty one (21) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. No Employment Relationship.** The Grantee shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of its duties under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. Ann. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds

of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. Single Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it may be required to undergo an organization-wide financial and compliance single audit. If an audit is required, the Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- N. Sovereign Immunity and Limitations.** The State of Wyoming, OSLI, and Board do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Jenifer E. Scoggin, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Casper

\_\_\_\_\_  
Bruce Knell, Mayor

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Patrick Miller, Assistant Attorney General

State of Wyoming  
State Loan and Investment Board  
Water and Sewer ARPA Grants

Applicant

City of Casper

Entity Type

City

Name of Project

of Casper Wastewater Treatment Plant Motor Control Center Replacement Pro

Project Priority

2

 of 

6

**Brief project description limited to 50 words or less.**

The WWTP uses a 12.47/7.2 KV, 3 Phase electrical service, through medium volt switchgear, to provide electrical power to Motor Control Centers (MCC's) that serve major plant equipment. In 2011, Arcadis, U.S., Inc. performed a study of the existing electrical equipment and identified that many of the MCC's have exceeded their useful life and require replacement. This project replaces those MCC's.

Amount of Funding Requesting

\$3,000,000

NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding %
		Pending	Approved		
City WWTP Current Reserves	\$840,543		X	\$226,229	22%
					0%
					0%
					0%
					0%
Total Other Funding	\$840,543			\$226,229	

\*Documentation to support the status of each funding source must be attached to the Application Packet.\*\*

Estimated Total Project Cost:

\$3,840,543

Auto Calculated

(Amount Requested plus Total Other Funding)

Balance of Project Incomplete:

\$3,614,314

Auto Calculated

(Estimated Project Costs less Amount Expended)

Estimated Reimbursement Rate:

78%

Auto Calculated

(Amount Requested/Estimated Project Costs)

(Final Reimbursement Rate is Determined by Board Approved Amount)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application. I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria. I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature (electronic signature if submitting electronically: s/John Doe)

Ray Pacheco, Mayor

Date

8/9/22

Name and Title (typed)

General Information



State of Wyoming  
State Loan and Investment Board  
Water and Sewer ARPA Grants

Applicant

City of Casper

Entity Type

City

Name of Project

of Casper Wastewater Treatment Plant Motor Control Center Replacement Pro

Project Priority

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Signature (electronic signature if submitting electronically: s/John Doe)Date

Ray Pacheco, Mayor

Name and Title (typed)

General Information

**Applicant:** City of Casper

**Project Name:** City of Casper Wastewater Treatment Plant Motor Control Center

**Project Priority**  of

**1. Population served by project:**

**2. Annual Median Household income:** AMHI Tables

**3. Engineer's estimate of useful life of project:**

**4. If your project was listed on the 2022 IUP, provide it's ranking**   
Drinking Water SRF 2022 IUP Clean Water SRF 2022 IUP

**5. What is the current status of the project?**

**6. Provide a description of the specific health or safety requirements the project will address and if the project is needed to meet Federal or State health and/or safety requirements. Districts must include a statement that the District owns the Sewer/Water system in its entirety.**

This project is critical for the continued operation of the Casper wastewater treatment plant. The WWTP uses a 12.47/7.2 KV, 3 Phase electrical service, through medium volt switchgear, to provide electrical power to MCC's that serve major plant equipment. The facility treats raw wastewater from the entire region prior to discharging treated effluent into the North Platte River. Compliance with the Wyoming Pollutant Discharge Elimination System Permit cannot be met without the operation of the treatment plant which relies on various electrical equipment including the MCC's. Operation of the facility ensures that wastewater can be treated and that the WWTP effluent meets permit parameters for protecting public health and the environment. The project has identified and will address fire code issues throughout the facility MCC rooms.

**7. Does the project include the construction or rehabilitation of a dam or dams?**

**8. Is the project needed mainly for fire protection?**

**9. Will the project finance the expansion of a drinking water system to attract future population growth?**

**10. Is the project creating, enhancing, or in compliance with a regionalization plan?**

10a. Please explain below:

The City of Casper WWTP is a 201 regional facility that treats waste from the City of Casper, Mills, Evansville, Wardwell, Bar Nunn, the Natrona County International Airport, Vista West, Ardon, Westland Park, Skyline and Six Mile Draw.

11. What percentage of your existing water/sewer system connections will benefit from this project? 100%

12. If the project results in additional water supply, will more than 25% of the new water be devoted to commercial or industrial users? NO

12a. If Yes, please provide details.

NA

13. Describe the extent to which private developers or subdividers will benefit from the project.

The project will enable the continued operation of the regional wastewater treatment plant. Without this facility, private developers and subdividers would not be able to continue development within the region.

14. Does the project include the purchase of a building or land? NO

\*\*If yes, a market analysis must be completed to determine the fair market value of the asset. Please include the market analysis with your submitted application.\*\*

14a. Market Analysis is attached to the appli NO

15. Are the requested funds to supplemental funding for a planned or ongoing project that has already incurred higher project costs given the bidding environment and supply chain issues? YES

15a. If yes, provide the initial project costs and new project costs below.

Initial Project Cost	\$ 1,800,000	Percent Increase	113%
New Project Cost	\$ 3,840,543		Auto Calculates

16. Which of the following statements best describes the project's ability to eliminate any EPA or DEQ regulatory violations?

Proposed project will prevent noncompliance that does not currently exist

17. Is there a plan for completing the project if, for any reason, the awarded funds are not expended by the established deadline? Explain below YES

If the project is not completed prior to the established deadline for the awarded funds, the project will be completed using City WWTP capital funds and/or SRF loan funding.

18. Describe what led you to conclude the proposed project is needed.

18a. The project is part of an approved Master Plan for our system.

YES

18b. We prepared a formal Engineering Report to address specific problems with our system. The proposed project was deemed the best alternative.

YES

18c. This is an emergency project. No formal engineering investigation/review was conducted.

NO

18d. Other - explain below

YES

The need for this project was identified in a 2011 Facility Assessment Report and Energy Audit completed by Arcadis, U.S., Inc.

Questions 19-23 below are for Districts Only:

19. District formation documentation is attached:

20. Date District Formed:

21. Geographical Area:

sdg

22. Number and Types of Lots Served:

sfg

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control Center

Estimated Project Budget Table By Funding Source

1. All funding sources and all project related expenses must be included in the table below.

Completed By: Alex Sveda/Bruce Martin Completed For: City of Casper

	Funding Source:	Funding Source:	Funding Source:	Funding Source:	
Activity Costs:	Grant	City Funds	NA	NA	Total
Administration	29,915	8,381	0	0	\$38,296
Legal	2,564	718	0	0	\$3,282
Land Acquisition			0	0	\$0
Engineering- Basic	42,735	11,974	0	0	\$54,709
Engineering- Resident Project Rep. Services	170,940	47,894	0	0	\$218,834
Engineering- Additional Services	42,735	11,974	0	0	\$54,709
Construction	2,488,889	697,340	0	0	\$3,186,229
Contingency	222,222	62,262	0	0	\$284,484
Total Project Costs	\$3,000,000	\$840,543	\$0	\$0	\$3,840,543
Funding Source Percentage By Project Costs	78%	22%	0%	0%	100%

ERROR CHECK - If false, this table does not match information on the General Information Tab.  
If True, information in this tables matches the General Information Tab. TRUE

PROJECT TIMELINE

Task	Date	Actual/Estimate
Design Project	08/30/19	ACTUAL
Contract documents submitted to SRF Staff for approval	10/01/22	ESTIMATE
Apply for DEQ Permit to Construct	2019 Permit 19	ACTUAL
All permits, easements, Right of Ways approved or finalized/signed	09/30/19	ACTUAL
Publish call for bids approved by SRF Staff	12/01/22	ESTIMATE
Construction start date	01/02/23	ESTIMATE
Substantial completion date	10-29-202	ESTIMATE
Construction end date	11/29/23	ESTIMATE

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

1. List Outstanding Debt/Lease/Bond (if any), associated with the system for which you are applying.

Lender	Current Balance	Payment Amount	Interest rate	Payment Frequency	Maturity date or Years remaining
State of Wyoming SLIB #	\$3,709,969	\$673,545	2.50%	Annually	12/1/2027
State of Wyoming SLIB #	\$2,477,335	\$39,746	2.50%	Quarterly	7/15/2042
State of Wyoming SLIB #	\$161,409	\$3,434	0.00%	Quarterly	5/1/2034

2. Is there an actual or potential financial impact on the applicant from litigation? NO

2a. If yes, please describe below:

NA

3. Provide one (1) copy of the last three (3) years of financial statements; preferably prepared by an independent auditor/CPA.

- If applying through hard copy, these can be submitted on a thumb drive or as hard copies. If applying through the portal, please upload these in the supporting documentation file.
- If the current year is not available, please explain why.
- Detail in the table below the type of financial statement you are submitting, the fiscal year it covers as well as whether it is a hard copy or on a thumb drive.

Note: If an independent audit has not been performed, then the applicant should submit the last three years of Financial Forms used by the Wyoming Department of Audit (Survey of Local Government Finances F-32 and F-66WY4 for Special Districts, Annual City and Town Financial Report F-66WY2 for Cities and Towns).

Submitted (Audit, F-32, F-66WT4, or F66WY2)		Year	Thumb Drive	Hard Copy	Uploaded
Audit		2021	X		
Audit		2020	X		
Audit		2019	X		

If 2021 financial statements are not available, explain below.

NA

4. Submit one copy of the approved current annual budget and next year's budget when approved.

	Year	Thumb Drive	Hard Copy	Uploaded
Current Budget	FY23	X		
Next Budget	FY24	Available July 2023		

Fiscal Year	2021	2020	2019
Property Assessments Collected	\$ 4,536,900.24	\$ 4,270,252.27	\$ 4,338,747.66
Property Assessments Levied	\$ 4,601,584.79	\$ 4,524,424.56	\$ 4,313,974.42

5. Provide a letter from the County Assessor with dollar amount of the assessment being collected and assessor's list of properties being assessed.

5a. Supporting assessment documentation attached: YES



6. Provide the following information for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Total Investments	
Year	Amount
2021	\$148,628,458.00
2020	\$120,488,671.00
2019	\$128,963,749.00

Total Cash Balances	
Year	Amount
2021	\$7,724,488.00
2020	\$6,504,942.00
2019	\$14,905,190.00

7. Provide the prior three (3) years (2019-2021 or 2020-2022) net income for the enterprise account for which you are requesting funding. If you are requesting funding for a project that includes a water and sewer component provide the information for both enterprise accounts.

Water		
Year	Amount	%
NA	NA	
NA	NA	#####
NA	NA	#####

Sewer		
Year	Amount	%
2021	-\$242,033.76	
2020	\$777,937.44	-421%
2019	-\$9,164.61	-101%

8. Provide the following information related to reserve accounts enterprise account for which funds are being requested for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Water Reserve Account	
Year	Amount
NA	NA
NA	NA
NA	NA

Sewer Reserve Account	
Year	Amount
2022	\$4,355,578.57
2021	\$4,203,688.95
2020	\$4,234,091.47

General Fund Reserve	
Year	Amount
NA	NA
NA	NA
NA	NA

Other	
Year	Amount
NA	NA
NA	NA
NA	NA

9. Was Direct ARPA funding received by the applicant?

YES

9a. If Direct ARPA funding was received, provide the amount received and how those funds have been spent. If they have not been spent, what is the plan to spend them?

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor C

Water/Sewer System Utilization: SEWER

	Annual Usage (Gallons)	% of Total Usage	Annual Revenue (\$)	% of Total Revenue
Residential	1,830,635,156	70.98%	\$ 5,107,561.35	72%
Commercial	748,517,844	29.02%	\$ 2,027,192.65	28%
Other	-	0.00%	\$ -	0%
Total	2,579,153,000	100%	\$ 7,134,754.00	100%

Number of Residential Connections: 25481

Number of Commercial Connections: 2107

Number of Other Connections: 0

Total Number Current Connections: 27588

Number of Connections Affected By Proposed Project: 27588

Water Meters in Use? YES

Water/Sewer Rate Effective date: 1/1/2022

Check box to confirm Current Rate Ordinance is provided with application: X

Are rates scheduled to be increased? YES

If yes, date of expected rate increase 1/1/2023

Residential Rate Structure:

Base Rate	\$ 10.83	For up to:	2,000	gallons
Overage Block 1	\$ 4.41	per	1,000	gallons
Overage Block 2	NA	per	NA	gallons
Overage Block 3	NA	per	NA	gallons
Overage Block 4	NA	per	NA	gallons
Overage Block 5	NA	per	NA	gallons

Commercial Rate Structure:

Base Rate	same as above	For up to:	same as above	gallons
Overage Block 1	NA	per	NA	gallons
Overage Block 2	NA	per	NA	gallons
Overage Block 3	NA	per	NA	gallons
Overage Block 4	NA	per	NA	gallons
Overage Block 5	NA	per	NA	gallons

Other Rate Structure: NA

Base Rate	NA	For up to:	NA	gallons
Overage Block 1	NA	per	NA	gallons
Overage Block 2	NA	per	NA	gallons
Overage Block 3	NA	per	NA	gallons
Overage Block 4	NA	per	NA	gallons
Overage Block 5	NA	per	NA	gallons

Applicable Engineer's rate study reports attached? NO

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor C

Water/Sewer System Utilization:

	Annual Usage (Gallons)	% of Total Usage	Annual Revenue (\$)	% of Total Revenue
Residential		#DIV/0!		#DIV/0!
Commercial		#DIV/0!		#DIV/0!
Other		#DIV/0!		#DIV/0!
Total	-	#DIV/0!	\$ -	#DIV/0!

Number of Residential Connections:

Number of Commercial Connections:

Number of Other Connections:

Total Number Current Connections:

Number of Connections Affected By Proposed Project:

Water Meters in Use?

Water/Sewer Rate Effective date:

Check box to confirm Current Rate Ordinance is provided with application:

Are rates scheduled to be increased?

If yes, date of expected rate increase

Residential Rate Structure:

Base Rate	<input type="text"/>	For up to:	<input type="text"/>	gallons
Overage Block 1	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Commercial Rate Structure:

Base Rate	<input type="text"/>	For up to:	<input type="text"/>	gallons
Overage Block 1	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Other Rate Structure:

Base Rate	<input type="text"/>	For up to:	<input type="text"/>	gallons
Overage Block 1	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Applicable Engineer's rate study reports attached?

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

## 20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.  
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.  
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Revenue:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
Beginning cash on hand		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessments						
Unmetered Sewer/Water Revenue						
Metered Sewer/Water Revenue						
Other Revenue						
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
O & M expenses						
Salaries and Wages						
Purchased Water						
Purchased Power						
Current Debt payments						
New CW or DW debt payment						
Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending cash on hand	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

20 Year Financial Projections

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Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.  
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Applicant:** City of Casper

**Project Name:** City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

20 Year Financial Projections

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Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for. Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc. Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Revenue:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
Beginning cash on hand	\$601,672.00	\$1,187,056.66	\$1,498,795.21	\$1,775,974.54	\$2,063,255.59	\$2,345,994.24
Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unmetered Sewer/Water Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Metered Sewer/Water Revenue	\$6,717,804.52	\$6,878,464.47	\$7,072,132.75	\$7,418,794.05	\$7,768,553.88	\$8,146,521.71
Other Revenue	\$715,386.00	\$762,782.54	\$739,544.54	\$761,251.62	\$768,605.88	\$779,458.11
Total Revenue	\$8,034,862.52	\$8,828,303.67	\$9,310,472.49	\$9,956,020.21	\$10,600,415.36	\$11,271,974.06

Expenses:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5	Year 6
O & M expenses	\$3,738,671.00	\$3,911,594.02	\$4,061,090.70	\$4,362,216.71	\$4,665,030.20	\$4,994,591.53
Salaries and Wages	\$1,688,237.00	\$1,727,734.54	\$1,768,251.34	\$1,809,816.97	\$1,852,461.93	\$1,896,217.73
Purchased Water	NA	NA	NA	NA	NA	NA
Purchased Power	\$360,000.00	\$374,400.00	\$389,376.00	\$404,951.04	\$421,149.08	\$437,995.04
Current Debt payments	\$1,060,897.85	\$1,315,779.91	\$1,315,779.91	\$1,315,779.91	\$1,315,779.91	\$1,315,779.91
New CW or DW debt payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$6,847,805.85	\$7,329,508.47	\$7,534,497.95	\$7,892,764.62	\$8,254,421.12	\$8,644,584.21
Ending cash on hand	\$1,187,056.66	\$1,498,795.21	\$1,775,974.54	\$2,063,255.59	\$2,345,994.24	\$2,627,389.85



**Applicant:** City of Casper

**Project Name:** City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

## 20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.  
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.  
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$2,627,389.85	\$2,904,760.39	\$3,184,365.07	\$3,451,750.80	\$3,706,984.87	\$3,947,352.77	\$4,176,342.83
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$7,879,266.26	\$8,261,764.44	\$8,672,285.60	\$9,089,264.72	\$9,510,064.11	\$9,934,820.44	\$10,363,675.52
\$787,934.41	\$800,214.34	\$803,901.56	\$805,216.45	\$804,154.85	\$806,928.05	\$813,606.18
\$11,294,590.53	\$11,966,739.17	\$12,660,552.24	\$13,346,231.97	\$14,021,203.83	\$14,689,101.26	\$15,353,624.54

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$5,350,963.32	\$5,679,210.54	\$6,039,400.62	\$6,401,603.54	\$6,765,891.91	\$7,132,341.11	\$7,501,029.34
\$1,941,116.91	\$1,987,193.07	\$2,034,480.91	\$2,083,016.26	\$2,132,836.14	\$2,183,978.81	\$2,236,483.77
NA	NA	NA	NA	NA	NA	NA
\$455,514.85	\$473,735.44	\$492,684.86	\$512,392.25	\$532,887.94	\$554,203.46	\$576,371.60
\$642,235.05	\$642,235.05	\$642,235.05	\$642,235.05	\$642,235.05	\$642,235.05	\$628,498.16
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$8,389,830.13	\$8,782,374.10	\$9,208,801.44	\$9,639,247.10	\$10,073,851.05	\$10,512,758.43	\$10,942,382.87
\$2,904,760.39	\$3,184,365.07	\$3,451,750.80	\$3,706,984.87	\$3,947,352.77	\$4,176,342.83	\$4,411,241.67

**Applicant:** City of Casper

**Project Name:** City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project

## 20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.  
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.  
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$4,411,241.67	\$4,628,359.37	\$4,844,939.67	\$5,064,722.61	\$5,047,898.55	\$5,038,909.47	\$5,041,641.69
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$10,783,039.67	\$11,220,539.44	\$11,662,596.51	\$11,865,760.32	\$12,317,432.04	\$12,774,173.88	\$13,236,169.95
\$824,432.28	\$839,138.48	\$857,967.34	\$880,993.92	\$905,249.39	\$933,803.35	\$966,733.94
\$16,018,713.62	\$16,688,037.29	\$17,365,503.51	\$17,811,476.85	\$18,270,579.98	\$18,746,886.70	\$19,244,545.59

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$7,872,037.79	\$8,245,450.72	\$8,621,355.61	\$8,999,843.22	\$9,381,007.81	\$9,764,947.19	\$10,151,762.94
\$2,290,391.84	\$2,345,745.21	\$2,402,587.47	\$2,460,963.67	\$2,520,920.37	\$2,582,505.70	\$2,645,769.42
NA	NA	NA	NA	NA	NA	NA
\$599,426.46	\$623,403.52	\$648,339.66	\$674,273.25	\$701,244.18	\$729,293.95	\$758,465.70
\$628,498.16	\$628,498.16	\$628,498.16	\$628,498.16	\$628,498.16	\$628,498.16	\$628,498.16
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,390,354.25	\$11,843,097.62	\$12,300,780.90	\$12,763,578.30	\$13,231,670.52	\$13,705,245.00	\$14,184,496.22
\$4,628,359.37	\$4,844,939.67	\$5,064,722.61	\$5,047,898.55	\$5,038,909.47	\$5,041,641.69	\$5,060,049.38

Applicant: City of Casper

Project Name: City of Casper Wastewater Treatment Plant Motor Control

All DW related projects funded with ARPA dollars must meet the eligibility requirements established in the below EPA CWSRF Eligibility Handbook.

EPA Drinking Water Eligibility Handbook

1. Public Water System (PWS) ID Number

2. Provide the proportionate cost of the project for each project category below.

		%	Dollars
Plan & Design		#DIV/0!	
Treatment		#DIV/0!	
Transmission & Distribution		#DIV/0!	
Source		#DIV/0!	
Storage		#DIV/0!	
Purchase		#DIV/0!	
Restructure		#DIV/0!	
Land Acquisition		#DIV/0!	
Other		#DIV/0!	

Total Project Funding:

Auto Calculates

Amount matches General Information Tab FALSE

3. Based on the above, which Project Category (see below) do you believe your project best fits?

- 5.10 DW: Treatment
- 5.11 DW: Transmission & Distribution
- 5.12 DW: Lead Remediation, including in Schools/Daycares
- 5.13 DW: Source
- 5.14 DW: Storage
- 5.15 DW: Other water infrastructure
- 5.16 Water and Sewer: Private Wells
- 5.17 Water and Sewer: IJJA Bureau of Reclamation Match
- 5.18 Water and Sewer: Other

Applicant City of Casper

Project Name City of Casper Wastewater Treatment Plant Motor Control Ce

All CW related projects funded with ARPA dollars must meet the eligibility requirements established in the below EPA CWSRF Eligibility Handbook.

EPA CWSRF Eligibility Handbook

1. National Pollutant Discharge Elimination System (NPDES) Permit Number WY0021920

2. Provide the proportionate cost of the project for each project category below.

	%	Dollars
Secondary Treatment	0%	\$0
Advanced Treatment	0%	\$0
Infiltra/Inflow Correction	0%	\$0
Major Sewer Rehabilitation	0%	\$0
New Collectors	0%	\$0
New Interceptors	0%	\$0
Corrections of Combined Sewer Overflows	0%	\$0
Storm Sewers	0%	\$0
Nonpoint Source	0%	\$0
Other	100%	\$3,840,543

Total Project Funding: \$3,840,543

Auto Calculate

Amount matches General Information Tab

TRUE

3. Based on the information above, which Project Category do you believe your project best fits?

5.10

- 5.1 Centralized Wastewater Treatment
- 5.2 Centralized Wastewater Collection and Conveyance
- 5.3 Decentralized Wastewater
- 5.4 Combined Sewer Overflows
- 5.5 Other Sewer Infrastructure
- 5.6 Stormwater
- 5.7 Energy Conservation
- 5.8 Water Conservation
- 5.9 Nonpoint Source
- 5.16 Water and Sewer: Private Wells
- 5.17 Water and Sewer: IJIA Bureau of Reclamation Match
- 5.18 Water and Sewer: Other

CW Related Projects Only

## **ARPA Justification for Water Projects**

In support of the City of Casper's application for the City of Casper Wastewater Treatment Plant Motor Control Center Replacement Project, please find below an explanation of how the proposed project is eligible under the Treasury's Final Rule.

### **A. Detailed description of the how the project responds to an identified need to achieve or maintain an adequate minimum level of service.**

The City of Casper's Wastewater Treatment Plant (WWTP) was originally built in the 1950s and has been expanded and upgrades several times since then. The WWTP currently uses a 12.47/7.2 KV, 3-phase electrical service, through medium voltage switchgear, to provide power to existing motor control centers (MCCs) that serve major plant equipment. An engineering study completed in 2011 included a review of the existing electrical service, distribution, and MCCs at the WWTP. The study identified existing MCC condition and expected remaining useful life. The study concluded that many of the existing MCCs are now in need of replacement.

The resulting design project, called the MCC Replacements Project, involves the replacements of MCC-1, -2, -A, -B, -C, -D, -E1, -E2, -E3, -E4, -E5, and -G. In addition, various transformers and panelboards will either be replaced or refurbished as part of the project. Testing of conductors associated with the MCCs and panelboards will be performed and conductors will be replaced if deemed unsuitable for continued use.

The MCCs are housed indoors and within electrical rooms throughout the plant. Some of these spaces at the plant do not meet current building and fire codes for electrical rooms as they were constructed prior to the existence of some of the codes. As part of the MCC Replacements Project, five of the affected electrical rooms at the plant which will receive new MCCs will be modified to meet current codes. The modifications will include:

- Removal of interior door access into the electrical rooms from classified spaces
- Addition of exterior door access into the electrical rooms
- Installation of boundary seals in conduits that enter electrical rooms from classified spaces
- Separation of supply ventilation air for the electrical rooms and the classified spaces
- Other HVAC improvements to the electrical rooms

### **B. Explanation of how the proposed project will provide an adequate minimum level of service.**

An MCC is an assembly to control electric motors from a central location. They consist of multiple enclosed sections having a common power bus and with each section containing a combination starter, which in turn consists of motor starter, fuses or circuit breaker, and power disconnect. An MCC also includes push buttons, indicator lights, variable-frequency drives,

programmable logic controllers, and metering equipment.

Essentially all of the treatment plant equipment relies on electrical motors to operate. The facility currently has numerous MCC's located in each of the buildings that control the operation of the plant equipment.

This project is critical for the continued operation of the Casper WWTP. Compliance with the WYPDES Permit cannot be met without the operation and use of MCC's. Operation of the facility ensures that wastewater can be treated and that the WWTP effluent meets permit parameters for protecting public health and the environment. Should the MCC's fail, the facility would not be able to adequately treat wastewater resulting in raw, or best case, minimally treated wastewater entering the North Platte River endangering the public and the environment. Replacing the aging MCC's will improve the plant electrical system and will help ensure that the plant can continue to treat wastewater in a safe, efficient and reliable manner.

#### **C. Explanation of how the project is cost effective.**

The project is cost effective in that it focuses on replacement of motor control centers MCC's serving major electrical and mechanical equipment throughout the WWTP. These upgrades are essential for improved plant system function and continuing compliance with current regulatory and building code requirements, environmental measures, and operational safety. With these improvements, project cost investment will lower operational costs in emergency repairs, plant power/energy efficiency, system process controls, increasing worker/public safeguards to potential safety/environmental risks, and sustaining continuous plant operation, minimizing emergency shutdowns. This directly translates to a lower operation and customer cost.

The project meets recommendations from a 2011 electrical study by ARCADIS U.S., Inc., for the WWTP facility. The study showed that many of the MCC's serving major plant equipment had, or were soon to, exceed their remaining useful life based on the equipment's age and operating condition with opportunities for lowering costs with new, more energy efficient equipment. This equipment includes electrical disconnects, fuses, starters, circuit breaker, system controls and data/programmable logic controllers, variable-frequency drives (VFD's), and metering. In 2019, full engineering and design of construction plans and completion of Department of Environmental Quality/regulatory permitting were completed by CH2M Engineers. All of these add value in cost and funds spent for the project.

The alternative to replacing existing MCC's would be to construct new electrical rooms, electrical switchgear, and all associated equipment. Replacing existing MCC's in current locations ensures continued plant operation and reduced project cost.

#### **D. Explanation of how the project will be maintained.**

The City owns, manages, operates and maintains the regional WWTP with oversight from the 201 Management Oversight Committee comprised of representatives from each of the regional entities. Fifteen full time employees are assigned to the treatment plant providing 24/7 on-site coverage. Staff includes a manager, certified operators, maintenance personnel, an industrial pretreatment supervisor, instrumentation technician, lab technician, and administrative

assistant. The facility is well maintained utilizing industry standards and provides reliable, regional wastewater treatment services with infrastructure dating back as far as the 1950's. Operations staff provide a full range of operation services that includes process management, flow, level and pressure monitoring, equipment monitoring, and overall treatment unit efficiency and water quality parameters. Maintenance staff are trained and experienced in pump maintenance, hydraulic equipment maintenance, compressed air equipment maintenance, welding and fabrication, instrumentation and control troubleshooting and repair, electric and mechanical equipment maintenance, and overall industrial maintenance applications. The facility utilizes computerized maintenance management software for maintenance history, equipment operational records, and inventory control.

The City maintains an adequate annual operations and maintenance budget and capital improvement plan. The enterprise fund has a minimum reserve policy in place to ensure that emergency expense can be adequately handled. The fund undergoes an annual financial audit.

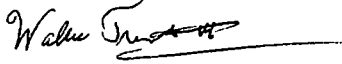
The City is well positioned to provide ongoing operation and maintenance of the infrastructure provided by this project. The infrastructure will be maintained utilizing industry standards and best management practices. Existing staff expertise benefits this project and ensures that it is maintained properly and its useful life expectancy is maximized.



APPROVAL AS TO FORM

I have reviewed the attached *Grant ARPA-LG-1200 State of Wyoming State Loan and Investment Board ARPA Grant Agreement* from the Casper Area Chamber of Commerce and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 9, 2023.

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO. 23-178

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ARPA GRANT AGREEMENT WITH THE OFFICE OF STATE LANDS AND INVESTMENTS FOR THE PURPOSE OF THE WASTEWATER TREATMENT PLANT MCC REPLACEMENT PROJECT.

WHEREAS, the Governing Body for the City of Casper desires to participate in the Local Government Project ARPA Grant Funds Program to assist in financing the Wastewater Treatment Plant MCC Replacement Project (the "Project"); and,

WHEREAS, the Governing Body for the City of Casper recognizes the need for this Project; and,

WHEREAS, the Governing Body of the City of Casper, Wyoming, through Resolution 23-12 dated January 17, 2023, submitted a grant application to the Office of State Lands and Investments for a \$3,000,000 ARPA Grant; and,


WHEREAS, the State Loan and Investment Board has awarded the City of Casper a grant in the amount of \$2,000,000 for the Project; and,

WHEREAS, the Office of State Lands and Investments requires the City to execute a Grant Agreement for this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest a Grant Agreement with the Office of State Lands and Investments for the purpose of receiving a \$2,000,000 grant from the Local Government Project ARPA Grant Funds program to assist in financing the Wastewater Treatment Plant MCC Replacement Project, more particularly described in the Agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

MEMO TO: J. Carter Napier, City Manager

August 15, 2023

FROM: Cindie Langston, Acting Public Services Director  
Alex Sveda, P.E., City Engineer  
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing an Agreement with Western Plains Logistics, LLC, in the amount of \$98,400, for the Baler Building Leachate System, Project No. 22-043.

Meeting Type & Date:  
Regular Council Meeting  
September 5, 2023

Action Type:  
Resolution

Recommendation:  
That Council, by Resolution, authorize an Agreement with Western Plains Logistics, LLC (WPL), in the amount of \$98,400, for the Baler Building Leachate System, Project No. 22-043. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000, for a total project amount of \$103,400.

Summary:  
On Thursday, August 10, 2023, two (2) bids were received for the Baler Building Leachate System, Project No. 22-043. The bids received for the work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID 1</u>	<u>BASE BID 2</u>
WPL	Casper, Wyoming	\$98,400.00	\$98,400.00
Crown Construction	Casper, Wyoming	\$116,050.00	\$116,050.00

The engineer's estimate prepared by City Engineering Division was \$57,350.00.

The project includes placement of new sewer line and manholes to replace the existing sewer system and reconnect it to the baler leachate system. Base Bid 1 includes boring under the existing radiant floor and Base Bid 2 includes pipe jacking under the existing radiant floor. Base Bid 2 has been chosen as it will be a less disruptive method.

They have determined that although the bid provided by WPL is higher than what was estimated, current market volatility and an upward trend in construction and manufacturing appear to be

contributing factors. City Staff have reviewed the Base Bid 1 and Base Bid 2 from WPL and recommend award of the base bid 1, in the amount of \$98,400.

Construction of the improvements is to be substantially complete by October 15th, 2023.

Financial Considerations

Funding is included in FY24 Budget from the Balefill Fund.

Oversight/Project Responsibility

Steven Stolte, E.I.T., Associate Engineer

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Western Plains Logistics, LLC, 3040 Allendale Boulevard, Casper, Wyoming, 82601, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper desires to provide, furnish, and install sanitary sewer piping, fittings, couplings, vaults, and coordination for tie-ins with existing sanitary sewer main.; and,

WHEREAS, Western Plains Logistics, LLC, is able and willing to provide those services specified as the Baler Building Leachate System, Project No. 22-043.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "**Engineer**" and who is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **October 15, 2023**, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by **October 29, 2023**. Substantial Completion will be granted once the work allows for operations of the facility to resume. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed

on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Ninety-Eight Thousand Four Hundred and 00/100 Dollars (\$98,400.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to [accountspayable@casperwy.gov](mailto:accountspayable@casperwy.gov) **AND** the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.
  - 5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.
  - 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

- 7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.
- 7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.



- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the Owner and the Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA- 7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No.: Addenda 1, Addenda 2
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of Nine (9) sections. Special Provisions consisting of Five (5) Sections and Seven (7) Drawing "Sheet".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Baler Building Leachate System, Project No. 22-043**

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

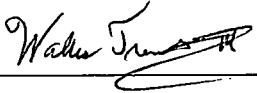
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*(Signature pages to follow.)*

*Signature page for City of Casper*

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A municipal corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

***Signature page for the Contractor***

WITNESS:

CONTRACTOR:  
Western Plains Logistics, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:     City of Casper  
   Baler Building Leachate System  
   Project No. 22-043

THIS BID SUBMITTED TO:     City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by October 15, 2023 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by October 29, 2023, in accordance with the Bidding Documents.
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 Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City'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 Bidding Documents, 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. <u>1</u>	Dated <u>7/31/23</u>
Addendum No. <u>2</u>	Dated <u>8/2/23</u>
  - B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other 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, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule(s) based on materials actually furnished and installed and services actually provided. The lower of Base Bid 1 and Base Bid 2 will be selected to be awarded. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID 1, IN NUMERALS: \$ 98,400.00

TOTAL BASE BID 1, IN WORDS: ninety eight thousand four hundred dollars and zero cents DOLLARS.

TOTAL BASE BID 2, IN NUMERALS: \$ 98,400.00

TOTAL BASE BID 2, IN WORDS: ninety eight thousand four hundred dollars and zero cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work 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.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Western Plains Logistics, LLC.  
3040 Attended Blvd.  
Casper, WY 82601

BF-2

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on August 3rd 10<sup>th</sup> <sup>C.S. 8/10/23</sup>, 2023.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

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: \_\_\_\_\_

BF-3



A CORPORATION OR LIMITED LIABILITY COMPANY

By:

Western Plains Logistics, LLC

(Corporation's or Limited Liability Company's Name)

8/3/23

Wyoming

(State of Incorporation or Organization)

By:

Chris Schuch  
Chris Schuch - General Manager

(Title)

8/3/23

Attest:

Jesse Snell  
Jesse Snell - President

Business Address:

Western Plains Logistics, LLC  
3040 Alameda Blvd.  
Casper, WY 82601

Phone Number:

(307) 258-6247 / (307) 331-0073

A JOINT VENTURE

By:

(Name)

(seal)

(Address)

By:

(Name)

(seal)

(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.)

BASE BID 1 SCHEDULE

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Mobilization & Bonds	LS	1	\$9,400.00	\$9,400.00
2	F&I Man Hole, Diamonds, Risers (HDPE), Frames, Lids	EA	2	\$12,200.00	\$24,400.00
3	F&I 8-Inch HDPE Sewer pipe	LF	230	\$120.00	\$27,600.00
4	F&I Sewer Cleanouts	EA	4	\$3,400.00	\$13,600.00
5	Pipe Jacking Under Radiant Floor	LS	1	\$11,000.00	\$11,000.00
6	DEMO and REFINISH of Existing Separator	LS	1	\$12,400.00	\$12,400.00
TOTAL BASE BID SCHEDULE					\$98,400.00

BASE BID 2 SCHEDULE

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Mobilization & Bonds	LS	1	\$9,400.00	\$9,400.00
2	F&I Man Hole, Diamonds, Risers (HDPE), Frames, Lids	EA	2	\$12,200.00	\$24,400.00
3	F&I 8-Inch HDPE Sewer pipe	LF	230	\$120.00	\$27,600.00
4	F&I Sewer Cleanouts	EA	4	\$3,400.00	\$13,600.00
5	Boring Under Radiant Floor	LS	1	\$11,000.00	\$11,000.00
6	DEMO and REFINISH of Existing Separator	LS	1	\$12,400.00	\$12,400.00
TOTAL BASE BID SCHEDULE					\$98,400.00

Western Plains Logistics, LLC.  
Chris Schwahn (307) 258-6247  
Jesse Snell (307) 258-6247

8/9/202:

**BALER BUILDING LEACHGATE SYSTEM  
PROJECT NO. 22-043**

<b>BASE BID SCHEDULE 1:</b>					
ITEM	DESCRIPTION:	QTY	UNIT	UNIT PRICE BID	TOTAL PRICE BID
1	Mobilization & Bonds	1	LS	\$ 9,400	\$ 9,400
2	F&I Man Hole, Diamonds, Risers (HDPE), Frames, Lids	2	Ea	\$ 12,200	\$ 24,400
3	F&I 8-Inch HDPE Sewer pipe	230	LF	\$ 120	\$ 27,600
4	F&I Sewer Cleanouts	4	Ea	\$ 3,400	\$ 13,600
5	Pipe Jacking Under Radiant Floor	1	LS	\$ 11,000	\$ 11,000
6	DEMO and REFINISH of Existing Separator	1	LS	\$ 12,400	\$ 12,400
<b>BASE BID SCHEDULE 1 TOTAL:</b>					<b>\$ 98,400</b>

<b>BASE BID SCHEDULE 2:</b>					
ITEM	DESCRIPTION:	QTY	UNIT	UNIT PRICE BID	TOTAL PRICE BID
1	Mobilization & Bonds	1	LS	\$ 9,400	\$ 9,400
2	F&I Man Hole, Diamonds, Risers (HDPE), Frames, Lids	2	Ea	\$ 12,200	\$ 24,400
3	F&I 8-Inch HDPE Sewer pipe	230	LF	\$ 120	\$ 27,600
4	F&I Sewer Cleanouts	4	Ea	\$ 3,400	\$ 13,600
5	Boring Under Radiant Floor	1	LS	\$ 11,000	\$ 11,000
6	DEMO and REFINISH of Existing Separator	1	LS	\$ 12,400	\$ 12,400
<b>BASE BID SCHEDULE 2 TOTAL:</b>					<b>\$ 98,400</b>



# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY

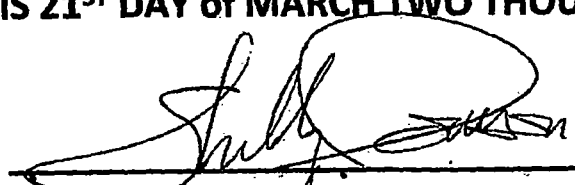


Contractor Number: 0912

THIS CERTIFIES THAT:

### WESTERN PLAINS LOGISTICS, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.  
GRANTED THIS 21<sup>ST</sup> DAY of MARCH TWO THOUSAND AND 23



Michele Johnson, Program Manager

EXPIRATION DATE: 3/20/2024



To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 21032023114

ADDENDUM NO. 1

to the  
BIDDING AND CONTRACT DOCUMENTS  
for the

BALER BUILDING LECHATE SYSTEM  
PROJECT NO. 22-043

For  
THE CITY OF CASPER, WYOMING

ADDENDUM DATE: July 31, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Steven Stolte, E.I.T.  
Associate Engineer I

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Western Plains Logistics, LLC  
Firm

Chris Schwab  
By: Signature

General Manager  
Title

7/31/23  
Date Received

**ADDENDUM NO. 1**

**to the  
BIDDING AND CONTRACT DOCUMENTS  
for the**

**BALER BUILDING LECHATE SYSTEM  
PROJECT NO. 22-043  
For  
THE CITY OF CASPER, WYOMING**

**ADDENDUM DATE: July 31, 2023**

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

**CONTRACT DOCUMENTS**

---

- **BID FORM: REPLACE BF-1 to BF-4 with the attached BF-1 to BF-4.**
- **BID SCHEDULE: REPLACE Page BS-1 with the attached BS-1.**
- **SECTION 01650: REPLACE 01650-1 to 01650-3 with the attached 01650-1 to 01650-5**

**ATTACHMENTS**

---

1. **Pages BF-1 to BF-4 of the Bid Form**
2. **Page BS-1 of the Bid Schedule.**
3. **Pages 01650-1 to 01650-5 of Section 01650**

**END OF ADDENDUM NO. One**

ADDENDUM NO. 2  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
BALER BUILDING LEACHATE SYSTEM

PROJECT NO. 22-043

for  
CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: August 2, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Steven Stolte, E.I.T.  
Associate Engineer I

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Western Plains Logistics, LLC.  
Firm

  
By: Signature Chris Schwahn

General Manager  
Title

8/2/23  
Date Received



ADDENDUM NO. 2  
to the  
BIDDING AND CONTRACT DOCUMENTS  
for the  
BALER BUILDING LEACHATE SYSTEM  
PROJECT NO. 22-043

for  
CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: August 2, 2023

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

CONTRACT DOCUMENTS

---

- STANDARD ADVERTISEMENT FOR BID: REPLACE first sentence, in its entirety, with the following:
  - “Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive sealed bids until 10AM on August 10, 2023, for the following:”

END OF ADDENDUM NO. TWO

STANDARD  
LABOR AND MATERIAL PAYMENT BOND  
(Approved by City Attorney, 1995)

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_,  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound, pursuant to Wyoming Statute Section 16-6-112, unto the CITY OF CASPER, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$), in lawful money of the United States, for the payment for which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal entered into an Agreement with the OWNER, dated the \_\_\_\_\_ 2022, or which is to be entered contemporaneously with the delivery of this BOND, in the form which is hereto attached and made a part hereof for the construction of:

**Baler Building Leachate System, Project No. 22-043**

NOW, THEREFORE, if the Principal shall promptly make payments as they become due to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Agreement, and any OWNER authorized extension or modification thereof, including, but not limited to, all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums, taxes, excises, licenses, assessments, contributions, penalties, and interest accrued in the execution of the Agreement, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any wise release it from its obligation on this BOND, and it does hereby waive notice of any such change, extension of

time, alteration, or addition to the terms of the Agreement or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied; that no action shall be maintained on this Bond unless commenced within one (1) year after the date of first publication of notice of final payment to the Principal as provided and set forth in Sections 16-6-113, 16-6-114, and 16-6-115, W.S. 1977.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

(Principal)

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST:

BY: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety Secretary)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

(SEAL)

SLMPB--2

STANDARD  
PERFORMANCE BOND  
(Approved by City Attorney, 1995)

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_,  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound, pursuant to Wyoming Statute Section 16-6-112, unto the CITY OF CASPER, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$), in lawful money of the United States, for the payment for which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal entered into an Agreement with the OWNER, dated the \_\_\_\_\_ 2022, or which is to be entered contemporaneously with the delivery of this BOND, in the form which is hereto attached and made a part hereof for the construction of:

**Baler Building Leachate System, Project No. 22-043**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement or any OWNER authorized modification thereof during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and any OWNER authorized modification thereof, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any wise release it

from its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

N WITNESS WHEREOF, this instrument is executed this\_\_\_\_day of\_\_\_\_\_, 2023.

(Principal)

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST:

BY: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
(Surety Secretary)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

(SEAL)

STANDARD  
JOINT ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Wyoming Statute Section 16-6-701, et seq., by and between the City of Casper, Wyoming, hereinafter referred to as the "Owner;" , \_\_\_\_\_ a Federally Insured Depository, hereinafter referred to as the "Depository;" and \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor has entered into a contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2023, hereinafter referred to as the "Contract," which calls for the Contractor to perform certain work and to provide certain materials for the Owner, more particularly described as follows:

**Baler Building Leachate System, Project No. 22-043**

WHEREAS, the terms and provisions of said Contract provide that the Owner will retain certain sums otherwise payable to the Contractor during the course of performance of said Contract; and,

WHEREAS, the Owner, in lieu of said retention of those certain sums otherwise payable to the Contractor, may pay those sums to a joint account, held in the name of the Contractor, and assign to the Owner, in a depository designated by said Contractor; and,

WHEREAS, the Owner is required to enter into an interest bearing deposit agreement with the Depository to provide for the custodial care and servicing of said joint account; and,

WHEREAS, the Contractor has designated the Depository to provide for the custodial care and servicing of said joint account, and the Contractor has agreed to pay the Depository any fees associated with providing these services; and,

WHEREAS, the Owner, the Depository, and the Contractor desire to enter into an agreement with respect to the custodial care and servicing of said funds.

NOW, THEREFORE, in consideration of the mutual covenants containing herein and the mutual benefits to be derived therefrom, it is agreed by and between the parties hereto, as follows:

1. The Owner shall pay sums retained from each progress payment under the Contract to the Depository. The Depository shall hold sums and accrue interest thereon or invest said sums and collect the interest thereon, and shall pay the said interest to the Contractor, as accrued or collected, unless otherwise instructed by the Contractor.

- A. If the Depository elects to invest any sums on behalf of the Contractor, the Depository shall invest only in securities of the United States Treasury.
2. The Depository shall not release, assign, transfer, or deliver any money to the Contractor, or the Contractor's direction, until such time as the Owner has given the Depository written notice that satisfactory progress is being made in all phases of the contract and that the Depository is authorized to make payment to, or as directed by, the Contractor. In the event of such written authorization from the Owner, the Depository shall deliver the authorized amount, together with any accumulated interest thereon, to the Contractor, or at Contractor's direction, and shall give the Owner written notice of said delivery. Authorization from Owner to the Depository to release funds shall only be made in response to a written request to the Owner, by the Contractor. Prior to issuing its authorization, the Owner shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the contract work as a prerequisite to issuing such approval.
  3. The Depository shall release, assign, transfer, and deliver to Owner upon demand when Owner certifies to Depository that Contractor has declared bankruptcy, has been put into bankruptcy by its creditors, that the bonding company, as surety, for the subject contract with Owner, has been notified that the Contractor cannot complete the terms of the contract for any reason, or that it has become necessary for the Owner to take over completion of the Contract.
  4. The Depository shall notify the Owner of the total amount on deposit immediately after deposits made by the Owner.
  5. This agreement shall be deemed terminated when the Depository has delivered all of the retained sums and accumulated interest in its custody under the terms of this agreement to the Contractor, however, under no circumstances shall the Depository delivery any retained sums to the Contractor, or at the Contractor's direction, without first obtaining written approval for the same from the Owner.
  6. This agreement contains the entire agreement of the parties hereto with respect to said retained sums and the Depository agrees to hold and dispose of the said retained delivered to the Owner in accordance with the terms and conditions hereof. However, the Depository is not a party to, nor bound by, any instrument or agreement other than this agreement; and the Depository, as custodian of the retained sums deposited with it hereunder, shall not be required to take notice of any default or any other matter, nor be bound by or be required to give any notice or demand, not be required to take any action whatsoever, except as provided in this agreement. The Depository shall not be liable for any loss or damage suffered by the Owner or the Contractor as a result of Depository's actions hereunder, pursuant to the terms of this agreement, unless said loss or damage was caused by the negligence of the Depository, or the Depository's failure to abide by the terms of this agreement.



7. The Contractor will release and otherwise hold harmless the Owner from any and all losses sustained by the Contractor as the result of entering into this agreement.
8. The Owner retains all immunities and limitations of liability which are afforded by the Wyoming Governmental Claims Act, W.S. 1-39-101, et seq., and the parties do not intend that the City waive any such immunities or limitations of liability.
9. It is agreed that this agreement shall be construed according to the laws of the State of Wyoming. Furthermore, all parties agree that the exclusive forum for resolving disputes under the agreement will be the courts of the State of Wyoming, and consent to jurisdiction in such courts.
10. Account No. \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By:

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

\_\_\_\_\_  
Signature

DEPOSITORY: By:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

CONTRACTOR: By:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

(Baler Building Leachate System, Project No. 22-043)

ACKNOWLEDGMENT

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Witness my Hand and Official Seal.

My Commission Expires:

Notary Public:

STATE OF                         )  
  ) ss.  
COUNTY OF                     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Witness my Hand and Official Seal.

My Commission Expires:

Notary Public:

STATE OF                         )  
  ) ss.  
COUNTY OF                     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Witness my Hand and Official Seal.

My Commission Expires:

Notary Public:

RESOLUTION NO. 23-179

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LOGISTICS, LLC, FOR THE BALER BUILDING LEACHATE SYSTEM, PROJECT NO. 22-043.

WHEREAS, the City of Casper desires placement of new sanitary sewer line and manholes installed to improve the existing Baler Building Leachate System; and,

WHEREAS, Western Plains Logistics, LLC, is able and willing to provide those services specified as the Baler Building Leachate System, Project No. 22-043; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand and 00/100 Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Western Plains Logistics, LLC, for those services, in the amount of Ninety-Eight Thousand Four Hundred and 00/100 Dollars (\$98,400.00).

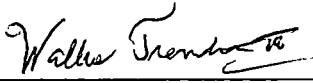
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Ninety-Eight Thousand Four Hundred and 00/100 Dollars (\$98,400.00), and Five Thousand and 00/100 Dollars (\$5,000.00), for a construction contingency account, for a total price of One Hundred Three Thousand Four Hundred and 00/100 Dollars (\$103,400).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand and 00/100 Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

(Baler Building Leachate System Project No. 22-043)

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 21, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Acting Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering and Surveying, in the amount of \$186,300.00, for the Bryan-Evansville Road Improvements, Project No. 21-067.

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation**

That Council, by Resolution, authorize a Contract for Professional Services with WLC Engineering and Surveying (WLC), for design, bidding, and construction administration services for the Bryan-Evansville Road Improvements, Project No. 21-067, in the amount of \$186,300.00.

**Summary**

The Bryan-Evansville Road Improvements will bring the existing street up to City Standards. The project includes improvements to the street section with full depth reconstruction; improvements to the right-of-way grades; installation/replacement of deficient sidewalk/curbwalk, curb and gutter, driveway approaches, and ADA accessible ramps at intersections; installation of a storm sewer piping, catch basins, and manholes; rehabilitation of sanitary sewer manholes; miscellaneous relocation of dry utilities; and installation of new roadway lighting along Bryan-Evansville Road between Bryan Stock Trail and Angus Street.

A request for proposals was sent to qualified consultants to furnish engineering design, bidding, and construction administration services for the project. The City received four (4) proposals from interested consultants. A selection committee consisting of City Staff reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose WLC based on their interview and team qualifications. WLC's fee for design, bidding, and construction administration services is \$186,300.00.

Design and bidding services for the project include subsurface geotechnical investigations, street surfacing design and concrete jointing 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 WLC, in the amount of \$186,300.00.

Financial Considerations

Funding will be from the One Cent #17 Optional Sales Tax Fund allocated FY24 Miscellaneous Street Improvements.

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 5<sup>th</sup> day of September, 2023, 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. WLC Engineering and Surveying, 200 Pronghorn, Casper, Wyoming 82601 ("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 construct street improvements on Bryan-Evansville Road from Bryan Stock Trail to Angus Street, identified as the Bryan-Evansville Road Improvements, Project No. 21-067.

B. The project requires professional services for the for the design, bidding and construction administration of the 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 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 corridor.

3. A preliminary Geotechnical Investigation was performed in 2022 and is available upon request. The Consultant shall include and conduct all additional Geotechnical investigations for the permitting, design, and construction of the work.
4. 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.
5. 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 file 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.
6. 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%).
7. 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 City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall

be based on current City of Casper 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. Typical Section of the roadway with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way, and plans and profiles of all utilities to be replaced or modified.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.

- e. Drainage Details showing size and location of drainage features if necessary.
  - f. Corridor Details showing location and orientation necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.
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 – Bryan-Evansville Road Improvements, Project No. 21-067”. 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 the Department of Environmental Quality (DEQ) 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 the Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR

are set forth in Exhibit "A", "Duties, Responsibilities, and Limitation of Authority of Resident Project Representative", attached hereto and made part of this Contract.

- c. 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 Contract, 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.
- d. 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.

- e. 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.
  - f. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
  - g. 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.
  - h. 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 their 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 E.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) and a format compatible with the Owners system, labeled as "Record Drawings – Bryan-Evansville Road Improvements, Project No 21-067.
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 E.1 through E.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.

F. Fee Proposal.

The Consultant shall perform the services in accordance with their fee proposal attached as Exhibit "B", "FEE PROPOSAL, Request for Proposals for Engineering Design and Construction Administration Services for the City of Casper – Bryan-Evansville Road Improvements Project", dated August 4, 2023, 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 29<sup>th</sup> day of February 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 Eighty-Six Thousand Three Hundred Dollars (\$186,300.00).

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.

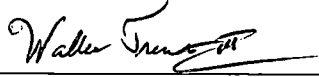
The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**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



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CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

---

Bruce Knell  
Mayor

---

Fleur Tremel  
City Clerk

**Signature Page for the Consultant**

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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”

### DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant’s agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is Consultant’s agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

#### B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
  - a. Serve as Consultant’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
  - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
  - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records.
  - a. Maintain orderly files for correspondence, reports of job conferences, Shop

Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and

Contractor and prepare a final list of items to be completed or corrected.

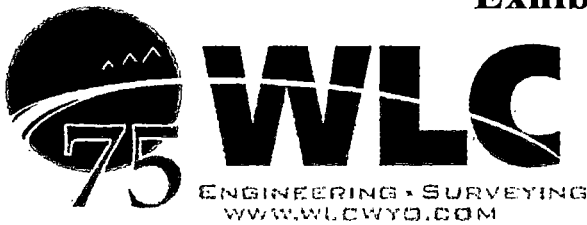
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Contract or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

## Exhibit "B"



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

August 4, 2023

Mr. Terry Cottenoir  
City of Casper  
200 North David Street  
Casper, WY 82601

***RE: FEE PROPOSAL, Request for Proposals for Engineering Design and Construction Administration Services for the City of Casper –Bryan-Evansville Road Improvements Project***

Mr. Cottenoir & Selection Committee:

This price proposal is based upon the scope of work stated in the Request for Proposals for Engineering Design and Construction Administration Services for the Bryan-Evansville Road Improvements Project, the specific scope stated in our proposal, as well as our proposed schedule. The fees for this project are derived from the attached 2023 Fee Schedule.

Our fee for providing the stated scope of services is as follows.

Design Services Fee:	\$ 86,200.00
Contract Administration Services Fee:	\$ 100,100.00
<b>Total Fee:</b>	<b>\$186,300.00</b>

These fees are a not-to-exceed value. We will submit an invoice, payment voucher, and Invoice Cover Sheet monthly based upon the actual time and materials expended. The Contract Administration fee is based on a 12-week construction schedule. Should the contractor schedule extend beyond our estimated timeframe, we would request an amendment to our fees should the not-to-exceed amount be approached. If the City of Casper significantly modifies the scope of work and/or the design schedule, we will request an adjustment to our agreement.

We look forward to working with the City of Casper on this project. Please feel free to contact us with any questions.

Respectfully,  
WLC Engineering and Surveying

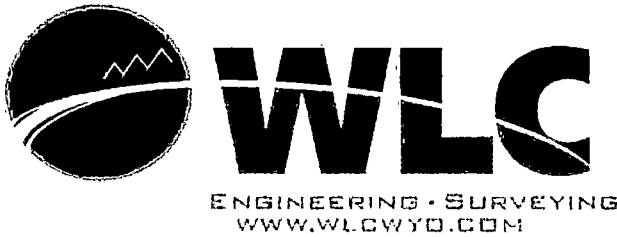
Matt Williams, P.E.  
Project Manager

Encl.

CASPER

RAWLINS

**DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.**



2023  
FEE SCHEDULE

DEDICATED TO CLIENTS.  
DEFINED BY EXCELLENCE.

Submitted to: City of Casper

Project: Bryan-Evansville

Submitted by: Matt Williams

Date: 8/4/23

**2023 MASTER FEE SCHEDULE – CONFIDENTIAL**

EFFECTIVE DATE: December 1, 2022  
LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$70.00
Clerical/Word Processor	\$77.00
Office Technician	\$84.50
Accounting Research Technician	\$91.50
Archivist	\$106.50
Technician I	\$77.00
Technician II	\$88.25
Technician III	\$101.00
Technician IV	\$112.00
Technician V	\$124.00
Engineer I	\$127.00
Engineer II	\$142.00
Engineer III	\$155.50
Engineer IV	\$170.00
Engineer V	\$181.00
Project Manager	\$198.00
Senior Project Manager	\$217.50
Principal	\$246.00
Equipment/Reimbursable	Fee per Unit
Vehicle	\$90.00 per day
Mileage	\$1.20 per mile
Per Diem	\$16.00 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$37.25 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner - Drone	\$180.00 per hour

Staff Type	Hourly Rate
Planning Technician	\$115.50
Senior Planner	\$143.00
Drafting Technician I	\$101.00
Drafting Technician II	\$112.00
Drafting Technician III	\$123.50
Drafting Technician IV	\$129.50
Drafting Technician V	\$142.00
GIS Technician I	\$112.00
GIS Technician II	\$123.50
GIS Technician III	\$135.00
GIS Technician IV	\$142.25
GIS Technician V	\$151.50
Surveying Technician I	\$94.00
Surveying Technician II	\$106.50
Surveying Technician III	\$118.00
Surveying Technician IV	\$135.00
Surveying Technician V	\$155.50
Surveyor (L.S.)	\$183.00
Grantsman	\$177.50
Assistant Grantsman	\$111.00
Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$91.50 per hour
Digital Level	\$28.25 per hour
UTV	\$174.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$87.25 per hour
Total Station with Data Collector	\$34.50 per hour
Field/Office Equipment (External)	Cost + 15%

- All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
- Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
- Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be approximately 1.5 times the above fees.
- Payment is expected within 30 days after the invoice date. If account is turned over to collection, 40% of the outstanding balance will be added prior to disposal, for the cost of collections.
- Please note our cost opinions are subject to change after 60 days.
- Fees and rates subject to change. Additional (non-current) Governmental taxes, charges and fees will be passed on to the client.
- Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

# 2023 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: December 1, 2022

## MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$62.50 per test	* Resistance to Plastic Flow, Plant Mix	*\$306.25 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$75.50 per test	* Resistance to Plastic Flow, Lab Mix	*\$415.25 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$21.00 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$107.50 per set of 3
* Nuclear Moisture Density (hour)	*\$24.00 per hour	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$217.00 per test
* Nuclear Moisture Density (day)	*\$150.00 per day		
* Field Density Test – Sandcone	See Labor Charges	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$60.00 per test
* Relative Density (Minimum/Maximum)	\$444.00 each		*
* Specific Gravity (Soil)	\$60.5 each		
		Extraction of Bituminous Mix (Chemical)	\$276.00 per test
* Moisture Test	\$24.00 per test	Extraction of Bituminous Mix (Oven)	\$184.00 per test
* Atterberg Limit Test	\$101.50 per test	Immersion Compression Test Plant Mix	\$738.50 per set of 3
* Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$62.00 per test	Immersion Compression Test Lab Mix	\$949.50 per set of 3
* Sieve Analysis #4 -- 200 Sieve Incl. Wash (6 or less)	\$95.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* #200 Wash	\$48.00 per test	Ignition Oven Calibration	\$287.00 per mix change
* Additional Sieves	\$48.00 per sieve		
Hydrometer	\$204.00 each		
* California Bearing Ratio Test (1 Point)	*\$230.00 per test		
* California Bearing Ratio Test (3 Points)	*\$578.00 per test	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
Unconfined Compression Test	\$183.00 each	* Mix Design – Verification, Asphalt	\$1.00 per test & See Labor Charges
* Hand Penetrometer Test	*\$15.25 each	* Field Lab	Cost + 10%
Consolidation/Swell Test	\$258.00 per test	* Large Shaker on Site	\$264.00 per day
Permeability Test	\$258.00 per test	* Small Shaker on Site	\$198.00 per day
		* Sample Bags	*\$2.50 each
* Organic Vapor Monitor (hour)	*\$24.50 per hour		
* Organic Vapor Monitor (day)	*\$157.00 per day	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Water Level Indicator (day)	*\$38.25 per day	* Specific Gravity & Absorption (Fine)	See Labor Charges
* Environmental Sampling Pump (hour)	*\$28.00 per hour		
* Environmental Sampling Pump (day)	*\$155.00 per day	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Bailers	*\$16.75 each	* Flat & Elongated Particles	\$1.00 per test & See Labor Charges
Asphalt Core Standard 4" Diameter up to 6" depth	*\$48.00 per core	* Aggregate Soundness (LA Abrasion)	\$230.00 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$68.25 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$509.00 each
* Asphalt Core – Other Sizes Available	*Quote	* SAS Test – Additional Sieves	\$118.00 each
* Concrete Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$263.00each
* Compressive Strength of Concrete Cores	*\$51.25 each	* Unit Weight & Voids in Aggregate	*\$60.50 each
* Cylinder Molds	*\$6.50 per mold		
* Cylinder Breaks – Concrete, Mortar, Grout	*\$25.75 each	* Rock Correction	See Labor Charges
* Concrete, Mortar, Grout Cubes 2 x 2	*\$34.25 per cube	Sand Equivalent (set of 3)	\$408.50 per set
* Epoxy Cubes or 3" x 6" Cylinders	*\$47.50 each	* Flow Meter Trailer	*\$343.00 per Test
* Mix Design – Concrete	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges	Soil Resistivity	\$171.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. \*Labor charges additional to stated rate.



RESOLUTION NO. 23-180

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING, FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BRYAN-EVANVILLE ROAD IMPROVEMENTS, PROJECT NO. 21-067.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design, bidding, and construction administration services for the Bryan-Evansville Road Improvements, Project 21-067; and,

WHEREAS, WLC Engineering and Surveying, is able and willing 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 WLC Engineering and Surveying, for the engineering services more specifically delineated in the Contract for Professional Services, in the amount of One Hundred Eighty-Six Thousand Three Hundred Dollars (\$186,300.00).

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 Eighty-Six Thousand Three Hundred Dollars (\$186,300.00).

PASSED, APPROVED, AND ADOPTED this 5th day of September, 2023.

APPROVED AS TO FORM:

(Bryan-Evansville Road Improvements, Project No. 21-067)



ATTEST:



CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 17, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Acting Public Services Director   
Alex Sveda, P.E., City Engineer   
Zulima Lopez, Parks, Recreation & Public Facilities Director  
Steven Stolte, E.I.T, Associate Engineer I

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the amount of \$365,000.00 for the Paradise Valley Pool Gutter Replacement, Project No. 22-047.

Meeting Type & Date:  
Regular Council Meeting  
September 5, 2023

Action Type:  
Resolution

Recommendation:

That Council, by Resolution, authorize an Agreement with Crown Construction, LLC, (Crown) in the amount of \$365,000.00, for the Paradise Valley Pool Gutter Replacement, Project No. 22-047. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$18,250.00, for a total project amount of \$383,250.00.

Summary:

On Friday, August 11, 2023, two (2) bids were received for the Paradise Valley Pool Gutter Replacement, Project No. 22-047. The bids received for the work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>	<u>BID ADD ALTERNATE 1</u>	<u>BID ADD ALTERNATE 2</u>
Crown Construction	Casper, Wyoming	\$365,000.00	\$60,000.00	\$50,000.00
Western Plains Logistics	Casper, Wyoming	\$419,000.00	\$147,000.00	\$135,000.00

The engineer's estimate prepared by City Engineering Division was as follows:

<u>BASE BID</u>	<u>BID ADD ALTERNATE 1</u>	<u>BID ADD ALTERNATE 2</u>
\$233,885.87	\$86,238.17	\$80,448.96

The project includes new stainless-steel gutter systems to be installed on three vessels at the Paradise Valley pool. The Base Bid includes the lap pool, the Bid Add Alternate 1 includes the splash pool,

and the Bid Add Alternate 2 includes the wading pool.

City Staff have determined that although the bid provided by Crown is higher than what was estimated, current market volatility and an upward trend in construction and manufacturing appear to be contributing factors. City Staff have reviewed the Base Bids and Bid Add Alternates and recommend award of only the Base Bid, in the amount of \$365,000.00.

Construction of the improvements is to be substantially complete by May 3, 2024.

Financial Considerations

Funding for the project is from Capital Reserves and One Cent 16.

Oversight/Project Responsibility

Steven Stolte, E.I.T., Associate Engineer

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper desires new stainless-steel gutter systems to be installed on three vessels at the Paradise Valley pool; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Paradise Valley Pool Gutter Replacement, Project No. 22-047.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

The Project has been designed by City of Casper Engineering, who is hereinafter referred to as the "**Engineer**" and who is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **April 19, 2024**, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by **May 3, 2024**. Substantial Completion will be granted once the gutter system is installed and in working order, surfacing is replaced and the project site is returned to full operational use. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor

agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$365,000.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-5, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to [accountspayable@casperwy.gov](mailto:accountspayable@casperwy.gov) **AND** the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

- 7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.
- 7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.

- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the Owner and the Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA- 7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-5, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No.- 1
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of Nine (9) sections. Special Provisions consisting of One (1) Section and Three (3) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Paradise Valley Pool Gutter Replacement, Project No. 22-047

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Signature pages to follow.)



*Signature page for City of Casper*

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A municipal corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

***Signature page for the Contractor***

WITNESS:

CONTRACTOR:

Crown Construction, LLC

By:\_\_\_\_\_

By:\_\_\_\_\_

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

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

RESOLUTION NO. 23-181

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE PARADISE VALLEY POOL GUTTER REPLACEMENT PROJECT NO. 22-047.

WHEREAS, the City of Casper desires new stainless-steel gutter systems to be installed on three vessels at the Paradise Valley pool; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Paradise Valley Pool Gutter Replacement, Project No. 22-047; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand and 00/100 Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Crown Construction, LLC, for those services, in the amount of Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$365,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$365,000.00), and Eighteen Thousand Two Hundred Fifty and 00/100 Dollars (\$18,250.00), for a construction contingency account, for a total price of Three Hundred Eighty Three Thousand Two Hundred Fifty and 00/100 Dollars (\$383,250.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand and 00/100 Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

(Paradise Valley Pool Gutter Replacement, Project No. 22-047)




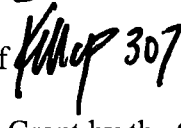
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 23, 2023

MEMO TO: J. Carter Napier, City Manager   
FROM: Keith McPheeters, Police Chief  307  
SUBJECT: Acceptance of Victim Services Grant by the Casper Police Department

**Meeting Type & Date**

Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the acceptance of a grant award from the Wyoming Office of the Attorney General Division of Victim Services, in the amount of Eighty-Six Thousand, Four Hundred Ninety-Nine Dollars and 00/100 (\$86,499.00), to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

**Summary**

The Casper Police Department has been notified that the Wyoming Office of the Attorney General Division of Victim Services, desires to award the City of Casper a grant in the amount of Eighty-Six Thousand, Four Hundred Ninety-Nine Dollars and 00/100 (\$86,499.00) to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State and Federal court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

This grant is for the time period of July 1, 2023, through June 30, 2024. Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2024 Contract. This grant was anticipated and has been included in the city budget.

**Oversight/Project Responsibility**

Lieutenant Jeff Bullard and Victim Services Coordinator Leslie Fritzler will oversee the grant and communicate directly with Chief McPheeters regarding the status.

**Attachments**

Fiscal Year 24 Contract

**Wyoming Office of the Attorney General  
Division of Victim Services**

**Governor**  
Mark Gordon  
  
**Attorney General**  
Bridget Hill

320 W 25<sup>th</sup> St. 2<sup>nd</sup> Floor.  
Cheyenne, WY 82002  
(307) 777-7200 Telephone  
(307) 777-6683 Fax

**Director**  
Cara Boyle Chambers  
  
**Deputy Director**  
Megan Hughes

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Enclosed you will find the contract for your agency's SFY2024 DVS Award, including Attachments A and B, as well as a pre-populated SF-LLL form (new requirement). Please review your contract carefully and let me know if you find any errors.

**The contract, including both signature pages and attachments A and B, as well as the SF-LLL form must be signed and the originals mailed back to me.** Once I receive the contract and any outstanding stipulation documents the contract will be signed by Director Chambers and we will be able to activate your SFY2024 reimbursements in IntelliGrants.

An original signed contract will be mailed to the Division's primary contact for your agency after it has been executed by our office.

- ☐ Fill out and sign signature page 1
- ☐ Fill out and sign signature page 2
- ☐ Fill out and sign attachment A
  - ☐ Attach A133 audit if you indicated it was attached or provide web address for online copy
- ☐ Fill out and sign attachment B (if included)
- ☐ Complete and sign SF-LLL form (if included)
  - ☐ Complete questions: 4, 9 (cumulative total of ALL federal awards your agency receives), 10a & 10b as applicable, sign and date
- ☐ Mail all original documents back to me

Best,

**Bailey Johnson**  
Regional Program Manager  
Wyoming Division of Victim Services  
320 W 25<sup>th</sup> Street 2<sup>nd</sup> Floor  
Cheyenne, WY 82002  
307-777-7338



"Speaking as One Voice for Crime Victim Survivors"  
Victims Helpline Toll Free Number (888) 996-8816  
V/TTY: (888) 996-8816  
SAVIN: (866) 994-8463  
E-mail: [victimservices@wyo.gov](mailto:victimservices@wyo.gov)  
Web Site: <http://ag.wyo.gov/victim-services-home-page>

**FISCAL YEAR 2024 CONTRACT  
FOR SERVICES TO VICTIMS OF CRIME BETWEEN  
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION  
OF VICTIM SERVICES  
AND  
CITY OF CASPER, CASPER POLICE DEPARTMENT**

1. **Parties.** The parties to this Contract are the State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25<sup>th</sup> Street, 2<sup>nd</sup> Floor, Cheyenne, WY 82002, and City of Casper, Casper Police Department (Contractor), whose address is 201 N. David, Casper, WY 82601. The Contractor's SAM Unique Entity ID is HXH4C4Y14JR5, the EIN is 836000049, and Vendor Code is VC\*86422.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services, incorporated herein, and the approved strategic plan, grant proposals, and budgets on file at the Division. This Contract does not include funding for Research and Development (R&D) projects.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2023 through June 30, 2024. All services shall be completed during this term.
4. **Reimbursement.**
  - A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed Eighty Six Thousand Four Hundred Ninety Nine Dollars and No Cents (\$86,499.00). No reimbursement shall be made prior to the Effective Date of this Contract. The amount payable under this Contract is allocated as follows:
    - (i) The following federal funds must support the project as outlined in the SFY2023/2024 approved grant proposal:
      - (a) VAWA: (LE) Nineteen Thousand Five Hundred Seventeen Dollars and No Cents (\$19,517.00). Funds will be paid from the 15JOVW-21-GG-00549-STOP VAWA-STOP grant, Department of Justice, Office on Violence Against Women, CFDA #16.588 (federal award date: 9/13/2021) for a VAWA Law Enforcement project.

- (b) VOCA: Thirteen Thousand Two Hundred Ninety Six Dollars and No Cents (\$13,296.00). Funds will be paid from the 15POVC-22-GG-00814 VOCA-Assistance grant, Department of Justice, Office for Victims of Crime, CFDA # 16.575 (federal award date: 08/25/2022).
- (ii) The following FY2024 state funds must support the project as outlined in the SFY2023/2024 approved grant proposal:
  - (a) State Victim Witness funds: Forty Four Thousand Three Dollars and No Cents (\$44,003.00).
  - (b) State Surcharge funds: Nine Thousand Six Hundred Eighty Three Dollars and No Cents (\$9,683.00).

**B. Suspension of Reimbursement.**

- (i) If the Contractor is not in compliance with the Division's Rules and Regulations (see Sections 5(B) and 6(B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

**5. Responsibilities of Contractor.**

- A. Performance Accountability.** The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance with Rules.** The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current. The Contractor agrees to adhere to all federal grant requirements and the assurances set forth in Attachment B, Certified Assurances & Special Conditions, which is attached to and incorporated into this Contract and is being signed simultaneously with this Contract.
- C. Management Information System.** The Contractor shall submit to the Division, by electronic submission, accurate information on each client in the manner required by Division.



- D. Financial Records and Reports.** The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation.** The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.
- F. Corrective Action.** The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes.** Contractor shall keep copies of minutes of board of directors' meetings on file at its office and make them available for review upon request of the Division.
- H. Required Meetings.** The Contractor shall ensure representation at grantee meetings, and at management and program trainings convened by or on behalf of the Division.

**6. Responsibilities of the Division.**

- A. Consultation.** The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments.** The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8(R) of this Contract.
- C. Monitoring and Evaluation.** The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

**7. Special Provisions.**

- A. **Source of Funds.** Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. **Interest on Funds.** The Contractor may not draw interest payments on funds made available through this Contract.
- C. **Prohibited Uses of Funds.** Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
- (i) Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; and
  - (ii) Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. **Full-time County Offices.** The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- E. **Prohibition of Subcontracting.** The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- F. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- G. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- I. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of the Division.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time the award is in effect;
  - (ii) Procures a commercial sex act during the period of time the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.

- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F, and shall submit verification of its compliance to the Division using Attachment A, Subgrantee Audit Requirements, which is attached to and incorporated into this Contract by this reference. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.
- N. Indirect Cost.** Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).
- O. Assumption of Risk.** The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts

of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Audit and Access to Records.** The Division and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- E. Availability of Funds.** Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Division, under the applicable Rules and Regulations of the Division of Victim Services, may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stats. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.

- H. Entirety of Contract.** This Contract, consisting of twelve (12) pages; Attachment A, Subgrantee Audit Requirements, consisting of one (1) page; and Attachment B, Certified Assurances & Special Conditions, consisting of thirteen (13) pages, and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict between the language of this Contract and any attachments or documents incorporated by reference, this Contract shall control.
- I. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- K. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- M. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing, either by regular mail or delivery in person at the addresses provided under this Contract.
- N. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- O. Ownership and Return of Documents and Information.** The Division is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Division in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- P. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- R. Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party.

This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

- (i) The Contractor is not using Contract funds for Contract purposes;
- (ii) The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);
- (iii) The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
- (iv) The Contractor commits an act or omission in violation of federal, state, or local laws or Rules and Regulations of the Division of Victim Services which would affect services to clients served under this Contract.

**S. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**T. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

**U. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

**V. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**W. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the



Division.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**DIVISION:**

State of Wyoming, Office of the Attorney General, Division of Victim Services

\_\_\_\_\_  
Cara Boyle Chambers, Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

City of Casper, Casper Police Department

\_\_\_\_\_  
Bruce Knell, Mayor  
City of Casper, Casper Police Department

\_\_\_\_\_  
Date

**City of Casper – APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Wallace Trembath III, Deputy City Attorney

8/14/23

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #232890  
\_\_\_\_\_  
Tyler M. Renner, Senior Assistant Attorney General

07-28-2023

\_\_\_\_\_  
Date

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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**DIVISION:**

State of Wyoming, Office of the Attorney General, Division of Victim Services

\_\_\_\_\_  
Cara Boyle Chambers, Director

\_\_\_\_\_  
Date


**CONTRACTOR:**

City of Casper, Casper Police Department

\_\_\_\_\_  
Bruce Knell, Mayor  
City of Casper, Casper Police Department

\_\_\_\_\_  
Date

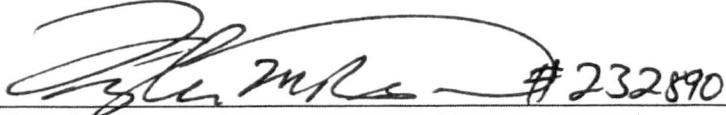
**City of Casper – APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Wallace Trembath III, Deputy City Attorney

8/14/23

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Tyler M. Renner, Senior Assistant Attorney General

07-28-2023

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Wyoming Office of the Attorney General**  
**Division of Victim Services**

**Subgrantee Audit Requirements per**  
**2 CFR Part 200 Subpart F**

2 CFR 200 Subpart F – Audit Requirements, requires the Wyoming Attorney General’s Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. \_\_\_\_ We have completed our 2 CFR 200 Subpart F audit requirements for the fiscal year ended \_\_\_\_\_.

A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. \_\_\_\_ We expect our 2 CFR 200 Subpart F audit for the fiscal year ended \_\_\_\_\_ to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. \_\_\_\_ We are not subject to 2 CFR 200 Subpart F audit requirements because:

\_\_\_\_ We received less than \$750,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$ \_\_\_\_\_ **(Include total of all federal grants)**

\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Subgrantee Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please provide all appropriate documentation regarding your organization’s compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002.

**ATTACHMENT B**  
**CERTIFIED ASSURANCES & SPECIAL CONDITIONS**

**DOJ Grants (VOCA, VAWA, SASP):**

- **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**  
The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide.

- **Compliance with DOJ Grants Financial Guide**  
The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website at <https://ojp.gov/financialguide/DOJ/Index.htm>, including any updated version that may be posted during the period of performance.

- **Requirements related to System for Award Management and Unique Entity Identifiers**  
The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Contractor also must comply with applicable restrictions on subawards (“subgrants”) to first-tier sub-contractors (first-tier “subcontractors”), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier assigned by SAM.

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

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

- **Employment eligibility verification for hiring under the award**
  1. The Contractor must-
    - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the

**Attachment B**  
*To the Contract for Services between*  
*The State of Wyoming, Office of the Attorney General, Division of Victim Services*  
*And*  
*City of Casper, Casper Police Department*

Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

- b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both –
  - i. This award requirement for verification of employment eligibility, and
  - ii. The associated provisions in 8 U.S.C. 1324a(a)(1). that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- d. As part of the record keeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

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

3. Rules of construction

- a. Staff involved in the hiring process  
For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- b. Employment eligibility confirmation with E-Verify  
For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the contractor uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- c. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- d. Nothing in this condition shall be understood to authorize or require any contractor, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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*And*

***City of Casper, Casper Police Department***

- e. Nothing in this condition, including in paragraph 3b, shall be understood to relieve any contractor, or any person, or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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

- **Requirement to report actual or imminent breach of personally identifiable information**

The Contractor must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a DOJ grant funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to a Division of Victim Services Program Manager no later than twelve (12) hours after an occurrence of an actual breach, or the detection of an imminent breach.

- **Requirements pertaining to prohibited conduct related to trafficking in persons**

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posed on the OJP and OVW websites, and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking/htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)).

OVW: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)).

- **Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or any associated federal statute – that a purpose of

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*To the Contract for Services between*

*The State of Wyoming, Office of the Attorney General, Division of Victim Services*

*And*

***City of Casper, Casper Police Department***

some or all of the activities to be carried out under the award by the Contractor is to benefit a set of individuals under eighteen (18) years of age.

The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posed on the OJP and OVW websites (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/Interact-Minors.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>

- **Training Guiding Principles**

The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP and/or OVW Training Guiding Principles for Grantees and Subgrantees, available at:

OJP: <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

OVW: <https://www.justice.gov/ovw/grantees#Resources>

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

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

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

- **Compliance with applicable nondiscrimination provisions.**

The Victims of Crime Act, as amended, 34 U.S.C. § 20110(e)), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil

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*The State of Wyoming, Office of the Attorney General, Division of Victim Services*

*And*

*City of Casper, Casper Police Department*



Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations.

The Contractor also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

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

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

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

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

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*And*

*City of Casper, Casper Police Department*

The Contractor must comply with all applicable requirements of 28 C.F.R Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

- **Restrictions on “lobbying” and policy development**

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government in order to avoid violation of 18 U.S.C. § 1913.

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

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

- **Compliance with general appropriations-law restrictions on the use of federal funds**

The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, for each fiscal year, are set out on the OJP and OVW websites (Award conditions: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

OJP: <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>

OVW: <https://www.justice.gov/ovw/award-conditions>

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

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

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*To the Contract for Services between*

*The State of Wyoming, Office of the Attorney General, Division of Victim Services*

*And*

*City of Casper, Casper Police Department*

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

- **Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

1) In accepting this award, the Contractor—

- a. represents that it neither is nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2) If the Contractor does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—

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***The State of Wyoming, Office of the Attorney General, Division of Victim Services***  
***And***  
***City of Casper, Casper Police Department***

a. it represents that—

- i) it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

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

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

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

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

Should a question arise as to applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("subgrantees") to adopt and enforce policies banning employees from

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text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **VOCA-A:**

- **VOCA Requirements**

The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the Division.

- **Requirement for data on performance and effectiveness under the award**

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

- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.
- The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by the Division and OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

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## **OVW (VAWA STOP):**

- **Availability of general terms and conditions on OVW website**

The Contractor agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

- **Compliance with statutory and regulatory requirements**

The Contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, The Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, The Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, The Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

- **VAWA 2013 nondiscrimination condition**

The Contractor acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or actively funded in whole or part by OVW. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

- **Confidentiality and information sharing**

The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

- **Activities that compromise victim safety and recovery or undermine offender accountability**

The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and /or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services

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(e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure services providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlines in the solicitation or companion guide under which the application was submitted.

- **Publications disclaimer for contractors**

All materials and publications (written, web-based, audio-visual, or any other format) resulting from this award activities shall contain the following statements: "This project was supported by subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program (or, SAS Formula Grant Program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the Department of Justice, Office on Violence Against Women."1

- **Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b) the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

- **Consultation compensation rates**

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, the Contractor must submit to the Division a detailed justification and have such justification approved by the Division, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, the contractor is required to maintain documentation to support all daily or hourly consultant rates.

- **Limitation on use of funds for awareness and public education**

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The Contractor agrees that no more than five percent (5%) of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

- **Requirements for contractors providing legal assistance**

The Contractor agrees that legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

- **Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence**

The Contractor agrees to have a policy, or issue one within two hundred seventy (270) days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, consultant, or contractor being prohibited from occupying positions that could undermine the ability of the contractor to carry out the grant-funded project, such as positions working with victims

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and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

**Certification:**

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

---

Signature Chair/Board of Directors Agency Administrator/County Commissioner

Date

---

Typed or Legibly Printed Name

---

Address

Phone

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# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <input type="text"/> , if known: <div style="background-color: black; height: 40px; width: 100%;"></div> Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> Wyoming Office of the Attorney General 123 Capitol Building Cheyenne, WY 82002 Congressional District, if known: WYAL		
<b>6. Federal Department/Agency:</b> Multiple DOJ; Office for Victims of Crime; Office for Violence Against Women; Health and Human Services; Misc.			<b>7. Federal Program Name/Description:</b> Multiple VOCA; VAWA; SASP; FVPSA; Misc. CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): <div style="background-color: black; height: 40px; width: 100%;"></div>			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <div style="background-color: black; height: 40px; width: 100%;"></div>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <div style="background-color: black; height: 1.2em; width: 100%;"></div> Print Name: <div style="background-color: black; height: 1.2em; width: 100%;"></div> Title: _____ Telephone No.: _____ Date: <div style="background-color: black; height: 1.2em; width: 100%;"></div>		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

RESOLUTION NO. 23-182

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2024 CONTRACT WITH THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

WHEREAS, the City of Casper has been approved for a grant of Eighty-Six Thousand Four Hundred Ninety-Nine Dollars and No Cents (\$86,499.00) from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, to accept the grant funding, the City must enter into the *Fiscal Year 2024 Contract for Services to Victims of Crime between the Office of Attorney General, Division of Victim Services and the City of Casper, Casper Police Department* ("Contract"), and,

WHEREAS, the City of Casper desires to execute the Contract; and,


WHEREAS, the City of Casper desires to utilize the grant funds under the Contract for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Contract in the amount of Eighty-Six Thousand, Four Hundred Ninety-Nine Dollars and 00/100 (\$86,499.00).

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all further documents pertaining to said Contract.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 28, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Keith McPheeters, Chief of Police

SUBJECT: Authorizing the Sole Source Purchase of Taser “Model 7” to be used by Casper Police Department Officers in the Amount of Eighty-Four Thousand, Four Hundred Twenty-Four Dollars and Thirty-Eight Cents (\$84,424.38)

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action Type**

Resolution

**Recommendations:**

That Council authorize the sole source purchase of Model 7 Tasers for use by Casper Police Department officers, from PROFORCE Law Enforcement Sales of Prescott AZ in the amount of eighty-four thousand, four hundred twenty-four dollars and thirty-eight cents (\$84,424.38).

**Summary:**

The current X26P Taser will no longer be serviceable at the end of 2023. The purchase of the additional Model 7 Tasers will replace the Model X26P. This funding will also purchase an additional docking station used to charge the Taser Model 7's.

**Financial Considerations:**

Funding for this purchase was budgeted for in the FY24 adopted budget.

**Oversight/Project Responsibility:**

Ryan Dabney, Operations Captain

**Attachments:**

Procurement of Goods Agreement

## Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of \_\_\_\_\_ Day of September, 2023, (this "**Agreement**," to be referenced by Quote # 660997 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 Proforce Law Enforcement an Arizona Corporation with offices located at 2625 Stearman Rd. Ste A, Prescott, Arizona 86301 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

### RECITALS

WHEREAS, Seller is in the business of selling Taser 7 and associated products; 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 (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit A or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more than thirty (30) or less than thirty (30) the quantity of Goods including one (1) docking bay specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit A (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made (DDP Seller) to the Casper Police Department, 201 N David Street, Casper, WY 82601, within the terms set forth in Exhibit A in accordance with the terms set forth in Exhibit A. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading] and any other documents necessary to

release the Goods to Buyer within thirty (30) business day[s] after Seller delivers the Goods to the transportation carrier.

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

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the 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. 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, ten (10) 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, 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 sixty (60) 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 sixty (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 \$1,000,000 for each occurrence and \$2,000,000 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:

Proforce Law Enforcement  
2625 Stearman Rd. Ste A  
Prescott, Arizona 86301

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 affect 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 Proforce CPD Agreement

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

Walter Tremel

ATTEST

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

BUYER  
CITY OF CASPER, WYOMING  
A Wyoming municipal corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER  
Proforce Law Enforcement

DocuSigned by:  
By: Amanda Cronkhite  
9EBBA4E322A08  
Printed Name: Amanda Cronkhite  
Title: Contract Specialist

**EXHIBIT A**

- **DESCRIPTION AND QUANTITY OF GOODS:** Proforce Law Enforcement Quote # 660997, attached hereto as Exhibit A, and hereby made a part of this Agreement. With the exception of the description and quantity of the Goods, additional terms and conditions described in the Quote are inapplicable unless recited as part of Sections 1-35 of the underlying Agreement.
- **PRICE:** Eighty-Four Thousand, Four Hundred Twenty-Four Dollars and 38/100] (\$84,424.38)
- **DELIVERY DATE:** No later than June 30, 2024; but in accordance with Section 2 of the Procurement Agreement.
- **DELIVERY LOCATION:** Casper Police Department (First Floor), 201 N David Casper Wyoming 82601
- **SHIPPING TERMS:** Shipped DDP Seller to the Casper Police Department 201 N David Casper Wyoming 82601, ATTN: Ryan Dabney.

# PROFORCE

## LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301

Tel: 928-776-7192 Fax: 928-445-3468

email: sales@proforceonline.com www.proforceonline.com

O R D E R

QUOTE#

PAGE

660997

1

Q U O T E

SHIP DATE

A.S.A.P.

SOLD  
TOCASPER POLICE DEPARTMENT  
ACCOUNTS RECEIVABLE  
201 N DAVID  
CASPER WY 82601SHIP  
TOCASPER POLICE DEPARTMENT  
201 N DAVID ST  
CASPER WY 82601

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.	
N/A	08/24/23	010458	A	RICK PLOTKE	FX G-FOB ORIGIN		
QTY. ORDER	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
30	20153 TSR T7 BASIC PLAN UPFRONT 5-YR DYNAMIC BUNDLE - WARRANTIES				2,760.00	EA .00	82,800.00
1	74200-TSR TSR T7 6-BAY DOCKING STATION				1,624.38	EA .00	1,624.38
<p>TASER 7 BASIC PLAN- UPFRONT PLUS SUBSCRIPTION (\$102.80 PER YEAR /PER CEW). WITH THIS PLAN, AGENCIES BUY THEIR HANDLE AND HOLSTER UPFRONT FOR \$1720, AND THE \$102.80/YEAR GOES TOWARD THEIR DOCK, RECHARGEABLE BATTERY, AXON EVIDENCE (EVIDENCE.COM) LICENSE AND HARDWARE WARRANTIES. TRAINING CARTIDGES AND ANY OTHER EQUIPMENT IS PURCHASED A LA CARTE. This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the</p>							
COMMENT							
TERMS							

# PROFORCE

## LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301

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email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

660997 2

SHIP DATE

A.S.A.P.

SOLD  
TOCASPER POLICE DEPARTMENT  
ACCOUNTS RECEIVABLE  
201 N DAVID  
CASPER WY 82601SHIP  
TOCASPER POLICE DEPARTMENT  
201 N DAVID ST  
CASPER WY 82601

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/24/23	010458	A	RICK PLOTKE	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
	<p>negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>Date: _____ P.O.: _____</p> <p>Signature: _____</p>					
<p>COMMENT</p> <p>FOR CAPTAIN DABNEY</p> <p>BY JOHN GALL</p> <p>TERMS DUE NET 30 DAYS</p>					SALES AMOUNT	84,424.38

RESOLUTION NO. 23-183

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF THIRTY (30) MODEL 7 TASERS FROM PROFORCE MARKETING INC.

WHEREAS, the City of Casper desires to purchase thirty (30) Model 7 Tasers; and,

WHEREAS, by purchasing these Tasers, this will allow the Casper Police Department to outfit current department needs; and,

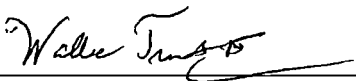
WHEREAS, PROFORCE Law Enforcement, is willing and able to provide such these Tasers.

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 with PROFORCE Law Enforcement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed EIGHTY FOUR THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS AND THIRTY EIGHT CENTS (\$84,424.38)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor



August 28, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Keith McPheeters, Chief of Police

SUBJECT: Authorizing the Sole Source Purchase of Taser "Model 7" to be used by Metro Animal Protection Officers in the Amount of Twenty-Five Thousand Three Hundred Forty-Seven Dollars and Sixty Cents (\$25,347.60)

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action Type**

Resolution

**Recommendations:**

That Council authorize the sole source purchase of Model 7 Tasers for use by the Metro Animal Protection Officers from PROFORCE Law Enforcement Sales of Prescott AZ in the amount of twenty-five thousand, three hundred forty-seven dollars and sixty cents (\$25,347.60).

**Summary:**

The X26P Taser which is currently being phased out will no longer be serviced by Taser at the end of 2023. The purchase of the Model 7 Taser will replace the X26P model.

**Financial Considerations:**

Funding for this purchase was budgeted for in the FY24 adopted budget.

**Oversight/Project Responsibility:**

Captain Ryan Dabney

**Attachments:**

Procurement of Goods Agreement

## Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of \_\_\_\_ Day of September, 2023, (this **"Agreement,"** to be referenced by Quote # 661013 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 Proforce Law Enforcement an Arizona Corporation with offices located at 2625 Stearman Rd. Ste A, Prescott, Arizona 86301 (**"Seller"**), and together with Buyer, the **"Parties"**, and each, a **"Party"**).

### RECITALS

WHEREAS, Seller is in the business of selling Taser 7 and associated products; 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 (the **"Goods"**) in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.

2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit A or as otherwise agreed in writing by the Parties (the **"Delivery Date"**). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more than six (6) or less than six (6) the quantity of Goods including one (1) docking bay specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit A (the **"Delivery Location"**) during Buyer's normal business hours or as otherwise instructed by Buyer.

5. **Shipping Terms.** Delivery shall be made (DDP Seller) to the Casper Police Department, 201 N David Street, Casper, WY 82601, within the terms set forth in Exhibit A in accordance with the terms set forth in Exhibit A. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading] and any other documents necessary to

release the Goods to Buyer within thirty (30) business day[s] after Seller delivers the Goods to the transportation carrier.

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

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the 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. 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, ten (10) 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, 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 sixty (60) 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 sixty (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 \$1,000,000 for each occurrence and \$2,000,000 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:

Proforce Law Enforcement  
2625 Stearman Rd. Ste A  
Prescott, Arizona 86301

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 affect 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 Proforce Metro Agreement

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

  
\_\_\_\_\_

ATTEST

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

BUYER

CITY OF CASPER, WYOMING  
A Wyoming municipal corporation

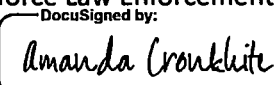
\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER

Proforce Law Enforcement

DocuSigned by:  
  
By: \_\_\_\_\_  
Printed Name: Amanda Cronkhite  
Title: Contract Specialist



#### **EXHIBIT A**

- **DESCRIPTION AND QUANTITY OF GOODS:** [Proforce Law Enforcement Quote # 661013, attached hereto as Exhibit A, and hereby made a part of this Agreement. With the exception of the description and quantity of the Goods, additional terms and conditions described in the Quote are inapplicable unless recited as part of Sections 1-35 of the underlying Agreement.]
- **PRICE:** Eighty-Four Thousand, Four Hundred Twenty-Four Dollars and 38/100] (\$25,347.60)
- **DELIVERY DATE:** No later than June 30, 2024; but in accordance with Section 2 of the Procurement Agreement.
- **DELIVERY LOCATION:** Casper Police Department (First Floor), 201 N David Casper Wyoming 82601
- **SHIPPING TERMS:** Shipped DDP Seller to the Casper Police Department 201 N David Casper Wyoming 82601, ATTN: Ryan Dabney.

RESOLUTION NO. 23-184

A RESOLUTION AUTHORIZING THE SOLE SOURCE  
PURCHASE OF SIX (6) MODEL 7 TASERS FROM  
PROFORCE MARKETING INC.

WHEREAS, the City of Casper desires to purchase SIX (6) Model 7 Tasers;  
and,

WHEREAS, by purchasing these Tasers, this will allow the Metro Animal  
Control to outfit current needs; and,

WHEREAS, PROFORCE Law Enforcement, is willing and able to provide  
such these Tasers.

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 with PROFORCE Law  
Enforcement.

BE IT FURTHER RESOLVED: That the City Manager is hereby  
authorized to make verified payment throughout the term of the agreement in an amount  
not to exceed TWENTY-FIVE THOUSAND THREE HUNDRED FORTY SEVEN  
DOLLARS AND SIXTY CENTS (\$25,347.60)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_, 2023.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 16, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director  
Randy Norvelle, Parks Manager  
Jeramie Watson, Cemetery Supervisor

SUBJECT: Approval to Transition Highland Park Cemetery to a Service Fee Model for Credit and Debit Card Payments.

**Meeting Type & Date:**

Regular Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation:**

That Council, by Resolution, approve to transition Highland Park Cemetery to a service fee model, thereby assessing the processing/service fee to the customer instead of the City for customers who use credit or debit cards for payment.

**Summary:**

The Cemetery currently utilizes DrivePayments and BDS to process credit and debit card charges for Highland Park Cemetery. Currently, the Cemetery is charged a reduced service fee of 1.3% for Cemetery charges paid with credit or debit cards. Under the proposed service fee model, the service fee for transactions will increase to 2.95% with a \$2.00 minimum. The fee does not change based on the type of card (debit or credit); the same minimum fee or percentage is charged for all transactions processed.

The table below provides a comparison between costs to the City versus the cost to the customer.

Bill Amount	City Cost	Customer Cost
\$25.00	\$0.33	\$2.00
\$50.00	\$0.65	\$2.00
\$100.00	\$1.30	\$2.95
\$500.00	\$6.50	\$14.75
\$1,000.00	\$13.00	\$29.50
\$2,000.00	\$26.00	\$59.00

The Cemetery accepts multiple tenders including cash, checks, money orders, ACH and credit/debit cards. Since cards are not the only way to pay for plots or services, the service fee can be eliminated by the customer using a different tender.

The customer paying credit card service fees is not a new concept. Other governments and businesses throughout the Casper area have gone to this model, including City of Casper Utility payments. Credit card processing is no longer considered a cost of doing business, but is instead viewed as a customer convenience.

**Financial Considerations:**

The FY21 expenses for Cemetery credit card fees was \$1,333.42; FY22 was \$1,690.47; and FY23 was \$1,501.76. The transition to the service fee model, if approved, is expected to be implemented on October 1, 2023 and save the City in excess of \$1,300 annually in credit card fees for FY24 and beyond.

A one-time cost of \$1,000.00 is needed for updated card processing equipment. This was a budgeted expense in the FY24 Cemetery operation budget.

**Oversight/Project Responsibility:**

Jeramie Watson, Cemetery Supervisor

**Attachments:**

Resolution

RESOLUTION NO. 23-185

A RESOLUTION AUTHORIZING TRANSITION TO A  
SERVICE FEE MODEL FOR CEMETERY CREDIT/DEBIT  
CARD PAYMENTS.

WHEREAS, the City of Casper desires to transition from the Cemetery absorbing the credit card fee to the customer paying the credit card fee (service fee model); and,

WHEREAS, the cemetery accepts all forms of payment for the purchase of property or provision of services; and,

WHEREAS, the City of Casper desires to implement a service fee model change on all Cemetery customers who pay with a credit/debit card; and,

WHEREAS, the current credit card processor is able and willing to implement this change to be effective October 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized to make the transition of all Cemetery credit/debit card payments comport with the service fee model.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 16, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director  
Randy Norvelle, Parks Manager  
Jeramie Watson, Cemetery Supervisor

SUBJECT: Authorizing the DrivePayments. LLC Service Fee Model and Amendment to the Merchant Agreement with Card Connect, LLC Necessary to Transition Highland Park Cemetery to a Service Fee Model.

**Meeting Type & Date:**

Regular Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation:**

That Council, by Resolution, authorize the DrivePayments, LLC Service Fee Model and Amendment to the Merchant Agreement with Card Connect, LLC necessary to set up a qualifying merchant account and transition Highland Park Cemetery to a service fee model.

**Summary:**

In order to transition Highland Park Cemetery to a service fee model, which passes credit/debit card transaction fees to customers who choose to pay with credit or debit cards, the City of Casper must request a DrivePayments Service Fee Model and will need to execute an Amendment to the existing Merchant Processing Agreement with Card Connect, LLC.

**Financial Considerations:**

The City will not incur any costs in establishing the DrivePayments Service Fee Model or in amending the Merchant Agreement. However, a one-time cost of \$1,000.00 is needed for updated card processing equipment. This was a budgeted expense in the FY24 Cemetery operation budget.

The FY21 expenses for Cemetery credit card fees was \$1,333.42; FY22 was \$1,690.47; and FY23 was \$1,501.76. The transition to the service fee model, if approved, is expected to be implemented on October 1, 2023 and save the City in excess of \$1,300 annually in credit card fees for FY24 and beyond.

**Oversight/Project Responsibility**

Jeramie Watson, Cemetery Supervisor

**Attachments:**

Resolution

DrivePayments Service Fee Model

Amendment to Merchant Processing Agreement

## DrivePayments Service Fee Model

### Business Information

Legal Name:  DBA:   
Physical Address:   
EIN:  Signer:  Title:

### Service Fee:

The DrivePayments Service Fee Model assesses the end user a fee for the convenience of using an electronic payment. The Merchant listed above will pay no credit card processing fees to use this service.

### Merchant Agreement

The Merchant Agreement you sign allows DrivePayments to set up a qualifying merchant account for your organization. DrivePayments, LLC is a registered ISO of Wells Fargo Bank and has been approved to facilitate these payments for qualifying organizations. DrivePayments is responsible for all fees associated with Merchant, however, TOS may be reviewed at [drivepayments.com/legal](http://drivepayments.com/legal) (password: fee11!)

### Merchant Account Fees

Merchant listed above understands all merchant/credit card fees will be paid for and handled by DrivePayments, LLC. If the following events occur, the merchant understands their account may be debited by CardConnect or DrivePayments, LLC.

**PCI Compliance:** PCI Compliance is required by all organizations who accept electronic payments. PCI helps to protect against fraud for your organization and your customers. Our solution makes this process very simple and only takes about 10 minutes (annually) to complete. If you do not complete your PCI Compliance, DrivePayments will debit your account monthly until resolved. As we are paying your merchant fees, we will simply pass the PCI penalty we are being assessed (currently, \$29.95/month).

**Misc. Financial Adjustment:** In the rare event of a chargeback or similar event where a customer's payment is withdrawn from DrivePayment's account, Merchant understands DrivePayments, LLC will debit merchant's bank account for said amount. Merchant will be notified of the details to remove any posted payments.

### Required Documentation for Account Setup

- I. Signed merchant application
- II. Voided check or bank letter (if your bank requires an ACH identifier please use)
- III. Driver's license of officer/authorized representative\*

\*Section 326 of the USA PATRIOT Act requires all financial institutions to Know Your Customer. We simply need to verify the identity of the person opening the account.

( please submit any remaining documentation to [help@drivepayments.com](mailto:help@drivepayments.com) )

Signature: \_\_\_\_\_

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

Printed Name: Bruce Knell

Title: Mayor



## CONFIRMATION

### EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0.00

Client Initials

n/a

### PERSONAL GUARANTEE

In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature

Date

### AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

### SIGN YOUR AGREEMENT

Signature

Date

### CARDCONNECT LLC

Application Approved By

Signature

Title

Date

### WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

### PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia  
PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720

## PROCESSOR INFORMATION:

Name:

CardConnect LLC

Address:

1000 Continental Drive, Suite 300, King of Prussia, PA 19406

URL:

www.cardconnect.com

Customer Service #:

1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

## 9. Card Organization Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834

## Important Member Bank Responsibilities:

- a. The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b. The Bank must be a principal (signer) to the Agreement.
- c. The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor
- d. The Bank is responsible for and must provide settlement funds to the merchant.
- e. The Bank is responsible for all funds held in reserve that are derived from settlement.
- f. The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

## Important Merchant Responsibilities:

- a. Ensure compliance with Cardholder data security and storage requirements.
- b. Maintain fraud and Chargebacks below Card Organization thresholds.
- c. Review and understand the terms of the Merchant Agreement.
- d. Comply with Card Organization Rules and applicable law and regulations.
- e. Retain a signed copy of this Disclosure Page.
- f. You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- g. You may download "Mastercard Regulations" from Mastercard's website at: [www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf](http://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf).
- h. You may download "American Express Merchant Operating Guide" from American Express' website at: [www.americanexpress.com/us/merchant](http://www.americanexpress.com/us/merchant).

Print Client's Business Legal Name:

CASPER, CITY OF

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-WF-2602\_PG\_02.28.23] consisting of 44 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

Title

DATE

President / Mayor

Please Print Name of Signer

Bruce Knell

# Amendment to Merchant Processing Agreement

## 1 Your Business Information

Merchant Identification #(s) \_\_\_\_\_  
Your Legal Name: Casper, City of  
First/Last Contact Name: Bruce Knell  
Title: Mayor  
Business Phone: 307-235-7568

## 2 What this Amendment Does

2.1 This Amendment amends the Program Terms and Conditions (the **Program Guide**) to your merchant processing agreement by:

(1) Adding the following Section 29.8 to the end of Section 29 (Confidentiality):

**29.8** We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records.

(2) Deleting the first sentence of Section 30.1 and replacing it with the following:

**30.1** Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us.

(3) Deleting the last paragraph of Section 30.3 and replacing it with the following:

Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

## Amendment to Merchant Processing Agreement

- (4) Deleting Section 32.4.1 and replacing it with the following:

**32.4.1** Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

- (5) Deleting Section 32.4.3 in its entirety;

- (6) Deleting the phrase "agree to indemnify and hold us and the Card Organizations harmless from and against" from Section 34.1 and replacing it with the phrase "are fully responsible for";

- (7) Deleting Sections 48.1 and 48.2 and replacing those Sections with the following:

**48.1 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions).

**48.2 Venue.** The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

- (8) Deleting Section 48.3 in its entirety.

- 2.2 Nothing in this Amendment or the Program Guide will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

### 3 Effective Date

This Amendment becomes effective as of the effective date of your merchant processing agreement.

# Amendment to Merchant Processing Agreement

## 4 Amendment Approval

By signing below, you acknowledge that:

- You have read and understand this Amendment;
- You agree to comply with this Amendment; and
- You understand that if you sign this Amendment using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign this Amendment on behalf of the entity identified in Section 1.

Casper, City of

Merchant

By: \_\_\_\_\_  
*Signature*

Name: **Bruce Knell**  
*Print or Type*

Title: **Mayor**

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

CardConnect, LLC

By: \_\_\_\_\_  
*Signature*

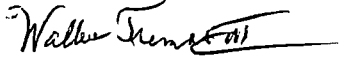
Name: \_\_\_\_\_  
*Print or Type*

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

APPROVAL AS TO FORM

I have reviewed the DrivePayments Service Fee Model and Amendment to Merchant Processing Agreement and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 8/2/2023

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO. 23-186

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
MERCHANT AGREEMENT WITH DRIVEPAYMENTS, LLC,  
FOR THE SERVICE FEE MODEL – CEMETERY  
CREDIT/DEBIT CARD PAYMENTS.

WHEREAS, the City of Casper desires to transition from the Cemetery absorbing  
the credit card fee to the customer paying the credit card fee (service fee model); and,

WHEREAS, the City of Casper desires to amend the existing agreement with  
DrivePayments, LLC, for charging all Cemetery customers who pay with a credit/debit card a  
service fee; and,

WHEREAS, DrivePayments, LLC, is able and willing to implement this change to  
be effective October 1, 2023.

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 Amendment to the Merchant Processing Agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 28, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director

SUBJECT: Donation Agreement with Visit Casper for a Locker Room Renovation at the Ford Wyoming Center.

**Meeting Type & Date:**

Regular Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation:**

That Council, by Resolution, approve a donation agreement with Visit Casper for a locker room renovation at the Ford Wyoming Center.

**Summary:**

The locker rooms at the Ford Wyoming Center (FWC) have not been renovated since the facility was built in 1982. The locker room showers are currently a single central shower stand with multiple shower heads around the top of the stand. There is little separation and no privacy for people utilizing the showers. Though locker room remodeling has been on the capital wish list for some time, the project is bumped each year for higher priority projects.

In early 2023, Visit Casper collaborated with OVG360 to bid for the National Junior College Athletics Association (NJCAA) Women's Division 1 (D1) National Basketball Championship. The bid was successful and resulted in Casper securing the tournament for two years – 2024 and 2025. The tournament will bring D1 women's basketball teams from 20+ colleges across the country to compete for the championship title. In terms of revenue for the Ford Wyoming Center and economic impact to Casper and the surrounding area, we estimate this week-long tournament will likely exceed the impacts of each of the State High School Championships hosted at the FWC.

One recommendation from the NJCAA to strengthen Casper's bid was that the locker rooms in the Ford Wyoming Center be upgraded so athletes may utilize the showers with increased comfort and privacy. The City obtained an Eighty-Five Thousand Dollar (\$85,000) budget estimate for the work. Understanding that City resources were limited for the project, Visit Casper agreed to coordinate the project and contribute just over Fifty-Seven Thousand Dollars (\$57,000) to upgrade the locker rooms in the form of a donation, similar to the Rotary Club of Casper's donation of the Bouldering Park at Crossroads Park. The remaining balance of the



project estimate, approximately Twenty-Eight Thousand Dollars (\$28,000), was budgeted as part of the FY24 capital plan for the Ford Wyoming Center.

Beginning in July, Visit Casper worked with City staff to solicit proposals for the work. Unfortunately, there was little interest in the project and only one contractor submitted a proposal. Due to unanticipated plumbing code upgrades that were not accounted for in the original estimate, the project proposal came in at just over One Hundred Forty Thousand Dollars (\$140,000). While this is a significant increase from the original estimate, Visit Casper and OVG360 staff agree the investment is worthwhile to satisfy the recommendations of the NJCAA Tournament, as well as to make the FWC more attractive for future sporting events and other entertainment acts. Therefore, they have agreed to fund the project in its entirety at a 60/40 split – 60% as a donation from Visit Casper and 40% through the use of OVG360 capital improvement funds committed during the management agreement renewal in 2022.

The Donation Agreement with Visit Casper dictates that Visit Casper hires a licensed and bonded contractor to design and complete a renovation that results in multiple individual private shower stalls in each of the four locker rooms. Visit Casper will pay the contractor for work performed, then invoice OVG360 for their contribution to the project upon completion and acceptance. The City of Casper has the right to review and approve plans and inspect the project throughout construction to ensure acceptable workmanship. In order to complete the work in advance of State High School competitions and the NJCAA tournament in March 2024, the project is to be completed by December 31, 2023.

This donation complies with City of Casper Resolution 19-195, which established the procedures for accepting donations, memorials, and sponsorship contributions. Recognition for Visit Casper's donation will align with the guidelines set forth in Resolution 19-195.

**Financial Considerations:**

The project proposal received by Visit Casper is One Hundred Forty Thousand Six Hundred Seventy-Nine Dollars (\$140,679). Visit Casper and OVG360 will pay for the entire cost of the project. The Twenty-Seven Thousand Nine Hundred Seventy-Three Dollars (\$27,973) in budgeted FY24 One Cent #16 funds will be re-allocated to another FWC capital project that is yet to be determined.

**Oversight/Project Responsibility:**

Tyler Daugherty, Visit Casper CEO  
Kirk Goodman, Ford Wyoming Center General Manager  
Zulima Lopez, Parks, Recreation and Public Facilities Director  
Mark Harris, City of Casper Associate Engineer

**Attachments:**

Resolution  
Donation Agreement

## **FORD WYOMING CENTER LOCKER ROOM RENOVATION DONATION AGREEMENT**

This Donation Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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. The Natrona County Travel and Tourism Council, a quasi-governmental agency, 139 West 2<sup>nd</sup> Street #1b, Casper, Wyoming 82601 ("Visit Casper").

Throughout this document, the City and Visit Casper may be collectively referred to as the "parties."

### **RECITALS**

A. The City is the owner of real property described as the Ford Wyoming Center located at 1 Events Drive and shall receive and become the owner of any improvements made therein by Visit Casper.

B. The City of Casper and Visit Casper recognize that state high school and other sport competitions held at the Ford Wyoming Center increase the tourism economy in Casper and the surrounding area.

C. Visit Casper desires to donate money and services necessary to facilitate the remodel of the Ford Wyoming Center locker rooms into a more useful amenity for attracting and retaining high school and other sport competitions (referred to herein as the "remodeled locker rooms").

D. Visit Casper shall ensure that the improvements to the remodeled locker rooms meet or exceed all applicable local, state, and national building codes.

E. The City agrees to accept the donation subject to the terms and conditions of this Agreement.

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

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Agreement.
2. Purpose. The purpose of this Agreement is to establish requirements and maintenance responsibilities for the remodeled locker rooms located at the Ford Wyoming Center.

3. Design and Construction. Visit Casper shall meet the following requirements in connection with and respecting the project:
  - A. Acquire the services of a design or design/build professional to prepare drawings/schematics and assist in pricing and selecting fixtures and finishes for the remodel. Design shall be approved by the City of Casper and include the following considerations:
    1. Compliance with all Americans With Disabilities Act (ADA) standards for accessible design.
    2. Removal of existing shower stand.
    3. Installation of individual shower stalls that can provide user privacy through shower curtains or doors.
    4. Installation of new low maintenance flooring.
    5. Installation of durable reinforced countertops.
    6. New paint throughout.
    7. Upgrade of existing bathroom partitions, sinks, lighting and other fixtures and finishes, if budget allows.
  - B. Hire a licensed and bonded contractor to complete the renovation based on the City-approved plans and specifications, with work to be performed prior to December 31, 2023, or at an alternate time approved by the City and the General Manager of the Ford Wyoming Center.
  - C. Timely pay for design and construction services as utilized for the project when due free and clear of any claim against the City thereof.
  - D. Bill OVG360 for its contribution to the project in an amount not to exceed Sixty Two Thousand Dollars (\$62,000).
4. Severance and Donation Agreement.
  - A. Upon construction of the remodeled locker rooms and acceptance of it by the City, all of Visit Casper's right, title, and interest in and to it shall transfer to the City as its sole and separate property under the terms and conditions of this Agreement.
  - B. The parties agree and stipulate that the ownership of the remodeled locker rooms is the sole and separate personal property of the City.
5. Maintenance. Upon acceptance of the remodeled locker rooms by the City, all maintenance of the locker rooms shall be the responsibility of the City and/or its Manager of the Ford Wyoming Center.
6. Recognition Sign. Visit Casper may place a donor recognition sign provided that the sign is subordinate to, and in keeping with, the character of the Ford Wyoming Center.

- A. Signage design shall be pre-approved by the Parks, Recreation and Public Facilities Director prior to ordering and must be in accordance with City Resolution 19-195, Provisions and Procedures for Accepting Donations, Memorials, and Sponsorship Contributions. The Director may reject any design that does not meet City donation standards.
  - B. The City or its Manager for the Ford Wyoming Center may temporarily remove signage it deems unsightly or unsafe due to damage. Visit Casper may reinstall a repaired sign or replace it with a new sign of the same approved design.
  - C. In recognition of their substantial donation to the City, Visit Casper may place their logo on the sign.
  - D. Signage may not utilize any other donor corporate logos or slogans than Visit Casper's. Corporate names may be used.
7. Agreement Term.
- A. The term of the "Design and Construction" portion of this Agreement shall commence on the Execution Date and shall remain in full force and effect until the installation work is accepted and approved by the City Engineer and Chief Building Official.
  - B. The term of the "Maintenance" and "Recognition Signage" portions of this Agreement shall commence upon acceptance and approval of the work, and shall remain in full force and effect until this Agreement is terminated by either Party.
8. Agreement Termination. Prior to any construction activity associated with the renovated locker rooms, either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party of its intent to terminate this Agreement.
9. Insurance and Indemnification. Prior to the commencement of work, Visit Casper shall procure and maintain for the duration of the Agreement Commercial General Liability 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 Visit Casper, its subcontractors, agents, representatives or employees. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- A. *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 Visit Casper 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 Visit Casper'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).

*B. Primary Coverage*

For any claims related to this Agreement, Visit Casper'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 Visit Casper as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

*C. 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.

*D. Waiver of Subrogation*

Visit Casper hereby grants to City a waiver of any right to subrogation which any insurer of Visit Casper may acquire against the City by virtue of the payment of any loss under such insurance. Visit Casper 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.

*E. Deductibles and Self-Insured Retentions*

Visit Casper 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 Visit Casper to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

b. Option 2: Visit Casper 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 Visit Casper is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Visit Casper 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 Agreement and any subsequent time period required for claims made policies.

*F. 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.

*G. 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 Agreement or the beginning of work under the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work. However, Visit Casper's liabilities under this Agreement 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 Agreement effective date, Visit Casper must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work and at all times thereafter until the applicable statute of limitations runs.

*H. Verification of Coverage*

Visit Casper 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 Visit Casper'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.

*I. Subcontractors*

Visit Casper shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Visit Casper shall ensure that the City is an additional insured on insurance required from subcontractors.

*J. Special Risks or Circumstances*

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

*K. Indemnification*

Visit Casper agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless for 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 Visit Casper and any subcontractor thereof.

10. Miscellaneous Provisions.

A. Governmental Claims. 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.

B. Third Party Beneficiary.

1. Except for as described in Section B. 2. below, the parties to this Agreement do not intend to create, except as provided above 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. Except as provided above, 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.

2. Notwithstanding Section B. 1. above, the City shall be deemed a third-party beneficiary of the material and construction contracts of the locker room remodel, including the warranties thereof.

C. Authority. Each individual executing this Agreement, for an on behalf of the Parties, hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

D. Complete Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties, and 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.

- E. Merger. The Parties specifically agree that all prior agreements between them, oral or written, regarding the locker room remodel are hereby contained, set forth and merged in this Agreement.
- F. Binding. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.
- G. Notices. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated below, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested:

Visit Casper: The Natrona County Travel and Tourism Council  
Attn: Chief Executive Officer  
139 West 2<sup>nd</sup> Street #1b  
Casper, WY 82601

City: City of Casper  
Attn: City Manager  
200 North David Street  
Casper, WY 82601

With a copy to the City Attorney at the same address.

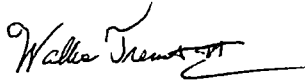
- H. Survival. The provisions of Section 9 (Insurance and Indemnification) of this Agreement and remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof for a period of three (3) years beyond the termination or expiration hereof unless otherwise stated in the Agreement. In addition, all other provisions that logically ought to survive termination of this Agreement shall survive.
- I. 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



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

Visit Casper  
Chief Executive Officer

By: \_\_\_\_\_

By: 

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

Printed Name: Tyler Daugherty

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

Title: CEO

RESOLUTION NO. 23-187

A RESOLUTION AUTHORIZING A DONATION AGREEMENT  
WITH VISIT CASPER FOR THE FORD WYOMING CENTER  
LOCKER ROOM RENOVATIONS.

WHEREAS, the City of Casper is the owner of the real property described as the Ford Wyoming Center located at 1 Events Drive; and,

WHEREAS, the City of Casper and Vist Casper recognize that state high school and other sport competitions held at the Ford Wyoming Center increases the tourism economy in Casper and the surrounding area; and,

WHEREAS, Visit Casper desires to donate the services and funds necessary to facilitate a remodel of the Ford Wyoming Center locker rooms into a more useful space for attracting and retaining high school and other sports competitions; and,

WHEREAS, The City agrees to accept the donation subject to the terms and conditions of the Donation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest the Ford Wyoming Center Locker Room Renovation Donation Agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 31, 2023

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Jolene Martinez, Assistant to the City Manager  
**SUBJECT:** Accepting Grant from the Wyoming Game and Fish Commission, in the amount of \$20,000, for North Platte River Restoration Lessons Learned.

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action type**

Resolution

**Recommendation**

That Council, by resolution, accept a grant from the Wyoming Game and Fish Commission, in the amount of \$20,000, to be used to fund a study and report on lessons learned from North Platte River Restoration through Casper.

**Summary**

Casper's North Platte River Restoration, named the Platte River Revival, is a significant project for both Casper and Wyoming. Four reaches have been constructed and miles of riparian area and associated uplands have had invasive Russian olives removed, riparian plantings completed, and several other riparian area restoration projects completed. Monitoring studies of the river construction work have been ongoing by Wyoming Game and Fish staff, and two riparian vegetation studies have been completed. The project, informed by science, enjoys coordination and support from Wyoming Game and Fish as well as several other governmental agencies and organizations.

During a presentation to United State Army Corps of Engineers by one of the River Restoration's lead designers, Wyoming Game and Fish staff in attendance heard new and compelling information on how future North Platte River reaches should be designed. Wyoming Game and Fish staff consequently called City of Casper staff suggested a grant be given to Casper to fund a "lessons learned" study and report that combines river construction and riparian area studies into a document to be used to advance the field of stream restoration not only for the North Platte River but in Wyoming.

Staff was notified on August 21, 2023 that a contract for a grant from the Wyoming Game and Fish Commission to fund a North Platte River restoration lessons learned document was ready for Council consideration. The grant, administered by Wyoming Game and Fish, is funded from U.S. Fish and Wildlife Service Sportfish Restoration funding to Wyoming Game and Fish.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The total cost estimate for riverbank and in-river construction in the seven identified priority areas of the river through Casper is estimated at over \$30 million.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities.

### **Financial Considerations**

No match is required for this grant, and the grant should cover 100% of the cost of the study and report. Any incidental costs incurred to organize and facilitate coordination meetings will be covered by the River Fund.

### **Oversight/Project Responsibility**

Jolene Martinez, Assistant to the City Manager

### **Attachments**

Resolution

Grant Contract

**GRANT AGREEMENT  
BETWEEN WYOMING GAME AND FISH COMMISSION  
AND  
CITY OF CASPER**

**Grant Agreement No.:** 005129  
**Project Title:** North Platte River Restoration Lessons Learned  
**Award Amount:** \$20,000.00  
**Performance Period:** July 1, 2023 through June 30, 2025  
**PPCAS Code:** AW CR0 1MP0 234  
**Unit:** 9H52  
**CFDA Number and Title:** 15.611, Sportfish Restoration  
**Federal Agency:** U.S. Fish and Wildlife Service

**Agency Project Coordinator:** John McCoy, (307) 473-3424 3030 / john.mccoy@wyo.gov  
Paul Dey, (307) 777-4505 / paul.dey@wyo.gov  
**Grantee Project Coordinator:** Jolene Martinez, (307)267-2961 / jmartinez@casperwy.gov

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006, and City of Casper (Grantee), whose address is: 200 North David Street, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from July 1, 2023 through June 30, 2025. All services shall be completed during this Performance Period.
4. **Payment.**
  - A. In accordance with Wyo. Stats. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed twenty thousand dollars and zero cents (\$20,000.00) to the Grantee to perform the activities described herein. At such time as the activities are initiated, the Grantee may invoice the Agency. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602.

- B. In accordance with Wyo. Stat. § 9-1-404, the Grantee shall submit invoices to the Agency within one (1) year of activities being performed or within sixty (60) days of the end of the Performance Period, whichever is sooner.
- C. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance to this Agreement. At a minimum, invoices shall include:
  - (i) A unique invoice number;
  - (ii) Agency Grant Agreement Number;
  - (iii) Grantee's name and address;
  - (iv) Date(s) of service or performance;
  - (v) Description of activities and/or purchases;
  - (vi) Itemization of costs; and
  - (vii) Total invoice amount.
- D. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency. Satisfactory performance under this Agreement by the Grantee shall be construed to include submission to the Agency of an adequate written Project Narrative Summary as required by Section 5(F)(ii) of this Agreement, without which the final payment shall be withheld.
- E. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including administrative fees, overhead costs or travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

**5. Responsibilities of Grantee.** The Grantee agrees to:

- A. Perform the following project activities:
  - (i) Create a North Platte River Restoration Lessons Learned document including:
    - 1. Overviews of data and studies collected by the Agency, United States Corp of Engineers, National Resources Conservation Service, Stantec, and Brindle Creek LLC;

2. Field reconnaissance data;
3. Photos;
4. Surveying stable cross-sections, vegetation elevations, and stable low bank elevations;
5. Reviewing Bank Erosional Hazard Index (BEHI) classifications;
6. Reviewing future project site extents;
7. Reviewing completed restoration reaches;
8. Reconsidering past and present hydrologic and sediment regimes, localized sources of bank erosion and aggradation, and braided island reach dynamics;
9. Rethinking Rosgen classifications and bankfull calls when coupled with controlled hydrology and the influence of man-made structures;
10. Summarizing future design considerations and recommendations; and
11. Presenting summary information from a generalized large flow-controlled river perspective such that the information, conclusions, and insights are useful for river restoration practitioners working on large flow controlled rivers across Wyoming and the west.

**(ii) Coordinate with Agency and stakeholders (Members of the Platte River Revival Habitat Committee) including:**

1. A fifty percent (50%) completion in-person or video call check-in; and
2. Providing the Agency an opportunity to review and provide feedback on a draft product before document completion.

**B. Utilize grant funds only for the project activities identified in Section 5(A) of this Agreement, and return any unused grant funds no later than sixty (60) days after the Performance Period or within sixty (60) days after termination of this Agreement by either party, whichever is sooner.**

- C. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency, Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Financial records, supporting documents, statistical records, and all other records pertinent to the Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333 (Retention requirements for records).
  - D. Make any and all project-related information available to the Agency, as requested by the Agency.
  - E. Return any equipment purchased with grant funds to the Agency.
  - F. Submit to the Agency, upon project completion or within sixty (60) days after the Performance Period end date, whichever is sooner:
    - (i) A Final Invoice, and
    - (ii) The Project Narrative Summary which shall include a description of actual accomplishments; reasons established goals were not met, if appropriate; any pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs; any unexpected problems that were overcome; any favorable developments resulting in unanticipated or different beneficial results than originally planned; and financial information, which shall include the amount of grant funds utilized for project performance by cost category.
  - G. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the project.
  - H. Complete Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, which is attached to and incorporated into this Agreement by this reference, and submit it with this signed Agreement to the Agency in order to provide the additional information needed to fulfill requirements of Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Make grant funds available as specified in Section 4 above.
  - B. Make related information from existing Agency records available to Grantee.
7. **Special Provisions.**



- A. Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- B. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- C. Build America, Buy America.** The Grantee certifies and agrees that:
- (i) The Grantee will comply with all applicable federal guidance and regulations related to the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.
  - (ii) All iron, steel, manufactured products, articles, materials, and supplies that are incorporated into or affixed to a permanent or semi-permanent fixture on the landscape must be produced in the United States. A product, article, material, or supply is produced in the United States if it was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- D. Certifications.** Acceptance of this grant constitutes certification that:
- (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - (ii) Grantee is not delinquent on any federal debt.
  - (iii) To the best of the Grantee's knowledge and belief:
    - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form – LLL (Disclosure of Lobbying Activities).
- E. **Conflict of Interest Disclosures.** Grantee shall comply with the requirements of 2 CFR § 200.112 (Conflict of Interest). Grantee is responsible for notifying Agency in writing of any actual or potential conflicts of interest that may arise during the life of this award. This Agreement may be terminated if Agency discovers an undisclosed conflict of interest.
- F. **Copyright License and Patent Rights.** Grantee acknowledges that the federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: 1) the copyright in any work developed under this Agreement; and 2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- G. **Drug-Free Workplace.** Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR part 1401, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
- H. **Environmental Policy Acts.** Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations, if applicable.
- I. **Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars and zero cents (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- K. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subgrantees. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- M. Nondiscrimination.** Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- N. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- O. Prior Approval Requirements.** Grantee shall comply with the requirements of 2 CFR § 200.407 and notify Agency of any changes that have a significant impact on the award-supported activities or in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award, changes in scope, time extensions, budget revisions, changes in key personnel, etc.
- P. Procurement Standards.** Grantee's procurement procedures must conform to applicable federal and state laws and the standards identified in 2 CFR § 200.318 through 2 CFR § 200.326.
- Q. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the

Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- F. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- G. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; and Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, consisting of one (1) page; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- I. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- J. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for:

- (i) Any payments used for purposes not authorized or performed outside this Agreement;
  - (ii) Any payments for project work the Grantee is unable to provide, or
  - (iii) Any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement.
- K. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- M. Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- N. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature

has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- P. Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Q. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if Grantee fails to perform in accordance with the terms of this Agreement. The Agency will make reasonable efforts to resolve any issues informally before terminating the Agreement. However, should the Agency choose to terminate this Agreement, it shall provide Grantee with written notice of termination.
- R. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- S. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- T. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- U. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- V. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**

  - (i)** This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

- (ii) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
- (iii) The recipient shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**WYOMING GAME AND FISH COMMISSION**

\_\_\_\_\_  
John Kennedy, Deputy Director  
Wyoming Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meredith Wood, Chief Fiscal Officer

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Casper

\_\_\_\_\_  
Bruce Knell, Mayor  
Authorized Signatory for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unique Entity Identifier (Sam.gov Registration)

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*Tyler M. Renner* # 233068  
\_\_\_\_\_  
For: Tyler M. Renner, Supervising Attorney General

*8-14-23*  
\_\_\_\_\_  
Date

**CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

*Eric R. Nelson*  
\_\_\_\_\_  
For: Eric R. Nelson, City Attorney

*8/24/23*  
\_\_\_\_\_  
Date

# ATTACHMENT A

## Federal Funding Accountability and Transparency Act (FFATA)

GRANTEE, as a subrecipient of federal grant funds, please provide additional information needed to fulfill Federal Funding Accountability and Transparency Act (FFATA) requirements:

1. Legal Name of Subrecipient:
2. DBA or Other Name:
3. Unique Entity ID (UEI) Number:
4. Address of Subrecipient:   
 (City)  (State)  (Zip)  (Country)
5. If different from above, Principal Place of Performance:   
 (City)  (State)  (Zip)  (Country)  
YES NO
6. Is Subrecipient owned or controlled by a parent entity? ☐ YES ☐ NO  
If yes, please provide the UEI Number and Address of parent entity:   
  
 (City)  (State)  (Zip)  (Country)
7. In your organization's preceding completed fiscal year, did your organization (the legal entity to which the UEI number belongs) receive:  

	YES	NO
a. 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and /or	<input type="radio"/>	<input type="radio"/>
b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	<input type="radio"/>	<input type="radio"/>
8. Does the public have access to information about the compensation of the executives in your organization 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. See FFATA § 2(b)(1)? ☐ YES ☐ NO

\_\_\_\_\_  
Grantee Authorized Signatory

\_\_\_\_\_  
Date

Attachment A to the  
Grant Agreement  
between Wyoming Game and Fish Commission and  
City of Casper  
Agency Agreement No: 005129  
Page 1 of 1

CLEAR FORM  
451

RESOLUTION NO. 23-188

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

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

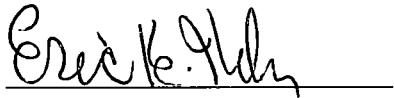
WHEREAS, the City of Casper has been approved for a grant from the Wyoming Game and Fish Commission, in the amount of Twenty Thousand Dollars (\$20,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Game and Fish Commission to fund the study and report on lessons learned from North Platte River Restoration in coordination with Wyoming Game and Fish and the Platte River Revival Habitat Committee.

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, Grant Agreement between the Wyoming Game and Fish Commission and the City of Casper, in the amount of Twenty Thousand Dollars (\$20,000).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Bruce Knell  
Mayor

August 21, 2023

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

**FROM:** Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Superintendent of Solid Waste  
Joshua Williams, Collection Supervisor

**SUBJECT:** Authorization to Purchase by Minute Action Residential Trash Containers, in a Total Amount Not to Exceed \$44,906.40, for Use in the Casper Solid Waste Division.

**Recommendation:**

That City Council authorize, by Minute Action, the Purchase of 504 Residential Trash Containers from Ameri-tech Equipment Company (herein referred to as ATEC) in an Amount Not to Exceed \$44,906.40, for use in the Casper Solid Waste Division.

**Summary:**

Solid Waste collection staff replace approximately 2.5% of the residential trash containers in use by City of Casper residents per year. The City of Casper has purchased Otto brand 95-gallon rollout trash containers for the last several years. When trash containers were bid there was one (1) local distributor, ATEC who bid. Otto Environmental Systems North America, Inc. (herein referred to as Otto) is the only trash container manufacturer with a local distributor in Casper, Wyoming. ATEC and Otto continue to be the only local vendor/manufacturer to provide bids. In addition, Otto offers the following features other trash container manufacturers do not:

- “Hot Stamp” lid message including the serial number, “Property of” message, and “Bag your Trash,” statement.
- Trash container shape that lifts effectively with the City’s arms on the side load trash truck.
- Durability to stand up to Casper’s cold and windy climate conditions, i.e., 20 plus years replacement life.

In the spirit of the City’s three-quote rule, staff acquired two (2) online quotes with specifications closest to the City’s residential trash container specification. Two (2) online quotes and ATEC’s quote follows:

- 1) Global Industries.com – Otto 95-gallon trash container, \$147.95 each + freight,
- 2) Uline.com – Uline trash container with wheels 95-gallon, \$145.00 each + freight, and
- 3) ATEC – Otto 95-gallon trash container, \$73 each + freight.

ATEC’s attached quote is good for 7-days due to instability of freight costs and plastic resin markers; thus, a ten (10) percent contingency added to the quote for a total cost of \$44,906.40. Staff recommends approval by minute action to purchase residential trash containers from ATEC, quotes attached.

**Financial Considerations:**

Funding from Refuse Reserves and included in the FY24 budget, GL Account 2050042-6101.

**Oversight/Project Responsibility:**

Sean Orszulak, Superintendent of Solid Waste Operations/Joshua Williams, Collection Supervisor.

**Attachments:**

ATEC Quote, (\$73.00/container plus freight, \$40,824.00 with 10% contingency) \$44,906.40

Uline Quote, (\$145.00/container plus freight) \$73,080.00 plus freight

Global Industries Quote, (\$147.95/container plus freight) \$89,498.79



PO BOX 2888  
Casper, WY 82601  
Karl Farrington  
(307) 234-9921 Office  
+1 3072584665  
karl@307atec.com

Bill To Name City Of Casper  
Bill To 200 North David  
CASPER, WY 82601  
USA  
Ship To 1715 Bryan Stock Trail  
CASPER, WY 82601  
USA

Quote Number 00012406  
Created Date 8/15/2023  
Contact Name Joshua Williams  
Phone 307-233-6635  
Email jwilliams@casperwy.gov  
Expiration Date 8/22/2023

Quantity	Product	Custom Description	Labor Price	Parts Price
504.00	95 GAL EDGE TRASH CART BLACK	OTTO CART STYLE. 95 GAL EDGE - METAL BAR/BIB/ONE HANDLE CART BASE COLOR: 60 - BLACK LID COLOR: 60 - BLACK WHEEL: 12" WHEEL BLOW MOLD W/.844 I.D. SNAP-ON WITH CITY OF CASPER LOGO	\$0.00	\$36,792.00

#### Totals

Total Parts Price	\$36,792.00
Total Labor Price	\$0.00
Pre-Tax Quote Total	\$36,792.00
Freight	\$4,032.00
Tax Total	\$0.00
<b>Quote Grand Total</b>	<b>\$40,824.00</b>

PO Required

PO Number \_\_\_\_\_

Quote Acceptance

Signature: \_\_\_\_\_

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

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

Comments

PRICING IS SUBJECT TO CHANGE DUE TO  
THE INSTABILITY OF THE RESIN MARKET  
AND AVAILABILITY

#### Terms & Conditions

- F O.B Ameritech Equipment Company Freight charge is estimated at the time of quotation. The charge is subject to change at the time of delivery.
- Modifications to customer order after quotation will be at the customer's expense and will be added to the customer's invoice. Customer will be notified prior to any modifications.
- Fast flash adjustments vary by model and is **Customer Responsibility**.
- Quoted price may not include any applicable F.E.T., sales taxes, and delivery charges, or surcharges from manufacturer
- Quote price does not include any unforeseen obstructions or modifications.
- Quotation valid until above stated expiration date.



PO BOX 2888  
Casper, WY 82601

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- Terms are due upon receipt unless prior credit arrangements are made at the time of order
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## Uline Trash Can with Wheels - 95 Gallon, Black



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- Recessed upper lift pocket and steel lower lift bar for fully automated and semi-automated collection systems.
- Lid opens 270° on molded hinges.
- Streamlined body with easy-rolling 10" plastic wheels.
- ANSI compliant.

SPECIFY COLOR:

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MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH			COLOR	IN STOCK SHIPS TODAY
				1	3	6+		
H-7938BL	95 Gallon	34 x 29 x 45"	33	\$155	\$150	\$145	<input checked="" type="checkbox"/> Black	504 <a href="#">ADD</a>

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Model #	Description	Qty	Price	Total	Remove
H-7938BL	Uline Trash Can with Wheels - 95 Gallon, Black	504	\$145.00/EA	\$73,080.00	
SUBTOTAL =				\$73,080.00	

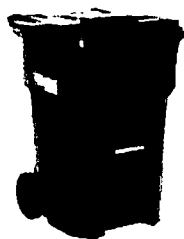
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Item Details (1)



Global Industrial™ Mobile Trash Container, 95 Gallon, Black  
Model #: WB237281BK

504

\$74,566.80  
(\$147.95/unit)

Expected delivery on or before Thu, Aug 17

Remove

Your Quote Summary

Item Total (504)	\$74,566.80
<b>Subtotal</b>	<b>\$74,566.80</b>
<b>Shipping</b>	<b>\$14,931.99</b>
<b>Total Before Tax</b>	<b>\$89,498.79</b>
<b>Estimated Tax</b>	<b>\$3,728.34</b>
<b>Total</b>	<b>\$93,227.13</b>


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August 14, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey L. Belser, Support Services Director   
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New Bumper Pull Deck Over Trailers in the Amount of \$28,480.00, for Use by the Parks Division of the Parks, Recreation, and Public Facilities Department. Total Amount Budgeted for This Project is \$38,000.00.

Meeting Type & Date

Regular Council Meeting  
September 5, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new bumper pull deck over trailers in the amount of \$28,480.00, for use by the Parks Division of the Parks, Recreation, and Public Facilities Department. Total amount budgeted for this project is \$38,000.00.

Summary

On August 3, bids were publicly opened for two (2) new bumper pull deck over trailers. Three (3) bids were received. Staff is recommending the purchase of the two (2) Lamar trailers from local vendor JJE. Their bid was not the lowest but did meet all specifications listed and JJE was the only bidder who supplied all requested items such as a cashier's check or bid bond.

The trailers that are being replaced have met the required criteria and will be sold on the GovDeals auction website, [www.GovDeals.com](http://www.GovDeals.com), after it has been deemed surplus by Council action.

The two (2) new trailers will be used by parks mowing staff to transport mowers to all City owned greenspaces.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) Big Tex Trailers 22' in length	MGS Inc. Ft. Collins, CO	\$25,010.00	NA	\$25,010.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) Lamar Trailers 26' in length	JJE Trailer Sales Casper, WY	\$28,480.00	NA	\$28,480.00
(2) Texas Pride Tr. 24' in length	Phoenix Training Ruskin, FL	\$38,895.00	NA	\$38,895.00

#### Financial Considerations

The approved budget for this project is \$38,000.00. This purchase was approved in the FY24 adopted budget and is funded by the One-Cent capital.

#### Oversight/Project Responsibility

These purchases will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after all equipment is received.

#### Attachments

Bid Specification

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**July 18, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., Thursday, August 3, 2023** for the following:

Two (2) New **Bumper Pull Deck-over Tilt Trailers**, to be used in the Parks Division of the Parks, Recreation and Public Facilities Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of two (2) new bumper pull deck-over tilt trailers. The units shall be less than twelve months old with manufacturer warranty. Units 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>BIDDER'S SPECIFICATIONS</u>
DIMENSIONS:	Deck shall be a minimum of 102" and support a maximum payload of 8,400 lbs.	<hr/> <hr/> <hr/>
BRAKES/AXLES:	Unit shall come equipped with dual 7K easy lube electric brake spring axles.	<hr/> <hr/>
FRAME:	Units shall have a 10" 12 lb I-beam frame with 16" spaced cross members supporting treated yellow pine floor.	<hr/> <hr/> <hr/>
TIRES:	Units shall come equipped with 235/80 R16 10 ply tires. A spare mount and spare tire will be included.	<hr/> <hr/> <hr/>
HITCH:	Units will come with a 2-5/16" 21k Demco adjustable cast iron coupler or approved equal.	<hr/> <hr/> <hr/>
JACK:	Units shall come equipped with dual drop-leg jacks rated at 10,000 lbs.	<hr/> <hr/>

CARGO LOADING:	Units will be delivered with rub rails, standard stake pockets and a front tool box.	_____ _____ _____
ELECTRICAL:	Units shall come with a 3 way 12VDC pump to operate the tilting mechanism, LED lights, weather resistant wire harness, solar charger, and wireless remote control for the tilt bed.	_____ _____ _____ _____ _____
GENERAL:	Selling dealer must be able to pickup and warranty repairs within 48hrs NO EXCEPTIONS.	_____ _____ _____
	Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed units.	_____ _____ _____ _____
	City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance.	_____ _____ _____ _____
	All warranties to begin upon delivery of fully assembled units.	_____ _____
	Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of trailer delivery. Title to be made out as: City of Casper, 200 N. David St., Casper, WY 82601.	_____ _____ _____ _____ _____

**NOTE: This form 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, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW BUMPER PULL DECK-OVER TILT TRAILERS  
FOR THE  
PARKS DIVISION OF THE  
PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 18, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

I. Price bid for two bumper pull deck-over tilt trailers as specified \$ \_\_\_\_\_

II. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.

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  
TWO (2) NEW BUMPER PULL DECK-OVER TILT TRAILERS  
(Approved by the City Attorney, 2014)  
Dated the 18<sup>th</sup> day of July, 2023**

**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 MAINTENANCE DIVISION, 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 upon 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.

August 14, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey L. Belser, Support Services Director   
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New Front-Loading Full Eject 40-Yard Sanitation Trucks, in the Total Amount of \$560,040.00, After Trade, for Use by the Sanitation Division of the Public Services Department. Total Amount Budgeted for This Project is \$784,000.00.

Meeting Type & Date

Regular Council Meeting  
September 5, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new front-loading full eject 40-yard sanitation trucks, from CMI Teco, Casper, Wyoming, for use in the Sanitation division of the Public Services Department, in the total amount of \$560,040.00, after trade. Total amount budgeted for this project is \$784,000.00.

Summary

On July 25, 2023, bids were publicly opened for two (2) new front-loading full eject 40-yard sanitation trucks. Eight (8) bids were received. The sanitation trucks will be used for commercial collection of refuse.

The vehicle replacement plan for Solid Waste has the replacement of two (2) front-load sanitation trucks this fiscal year to maintain commercial routes throughout the city for business refuse collection. The trade-in units for this purchase are unit #222276, a front-loading truck that has met the criteria needed for trade in age (2015 Mack), hours used (7,500), and maintenance costs exceeding original purchase costs (\$239,144.00 purchase cost to \$305,640.00 in maintenance costs); and unit #222288 a front-loading truck that has met the criteria needed for trade in age (2018 Mack), hours used (8,500), and maintenance costs exceeding original purchase costs (\$250,229.00 purchase cost to \$267,977.00 in maintenance costs).

Staff did consider the bid from Kois Bros. due to their substantially quicker delivery time, however the Heil body that Kois Bros. bid does not meet the requirements needed by solid waste operations on lifting capacity and ejection ram length.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) 40 YD front- Loading trucks 2025 Macks w/ McNelius Body's <i>*Expected delivery date 430 days from order.</i>	CMI Teco Casper, WY	\$723,040.00	\$163,000.00	\$560,040.00
(2) 40 YD front- Loading trucks 2025 Macks w/ Heil Body's <i>*Expected delivery date 430 days from order.</i>	CMI Teco Casper, WY	\$748,476.00	\$150,000.00	\$598,476.00
(2) 40 YD front- Loading trucks 2025 Macks w/ New Way Body's <i>*Expected delivery date 430 days from order.</i>	CMI Teco Casper, WY	\$780,910.00	\$180,000.00	\$600,910.00
(2) 40 YD front- Loading trucks 2025 Freightliners w/ Heil Body's <i>*Expected delivery date 90 days from order.</i>	Kois Bros. Commerce City, CO	\$766,548.00	\$150,000.00	\$616,548.00
(2) 40 YD front- Loading trucks 2025 Peterbilts w/ Heil Body's <i>*Expected delivery date 365 days from order.</i>	Peterbilt Casper, WY	\$812,522.00	\$150,000.00	\$662,522.00
(2) 40 YD front- Loading trucks 2025 Peterbilts w/ McNelius Body's <i>*Expected delivery date 365 days from order.</i>	Peterbilt Casper, WY	\$796,078.00	\$70,000.00	\$726,078.00
(2) 40 YD front- Loading trucks 2025 Peterbilts w/ Lebrrie Body's <i>*Expected delivery date 365 days from order.</i>	Peterbilt Casper, WY	\$797,116.00	\$70,000.00	\$727,116.00
(2) 40 YD front- Loading trucks 2025 Peterbilts w/ Curbtender Body's <i>*Expected delivery date 365 days from order.</i>	Peterbilt Casper, WY	\$849,760.00	\$70,000.00	\$779,760.00

The recommended purchase of the two (2) 40-yard front-load sanitation trucks from CMI Teco, Casper, WY for \$560,040.00, after trade, complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Solid Waste Capital Funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**(307) 235-8410**  
**JUNE 19, 2023**

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 3:30 p.m., July 25, 2023** for the following:

**TWO (2) NEW FRONT-LOADING, FULL-EJECT, 40 YARD, SANITATION TRUCK BODIES MOUNTED ON CAB/CHASSIS WHICH SHALL BE COMPATIBLE WITH THE BODIES IN TERMS OF PROPER LENGTH, FRAME CLEARANCE, AND PROPER WEIGHT DISTRIBUTION ALLOWED ON FRONT AND REAR AXLES.** This equipment is to be used by the Solid Waste Division of the Public Services Department; units 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 TWO (2) new front-loading, full-eject, 40-yard, sanitation truck bodies mounted on cab/chassis which shall be compatible with the bodies in terms of proper length, frame clearance, and proper weight distribution allowed on front and rear axles. The units shall be new and have less than one hundred fifty (150) hours. The units shall be less than twelve months old, with full factory warranty. Units 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.

		<b><u>BIDDERS</u></b>
<b><u>ITEM</u></b>	<b><u>MINIMUM SPECIFICATIONS</u></b>	<b><u>SPECIFICATIONS</u></b>
1. GVW	66,000 pound minimum. Certified GVW.	_____
2. Wheel Base	Shall be compatible with a 40cu. yd. McNeilus front-loading packer body. Minimum acceptable wheel base shall not be less than 209". Equipment supplied shall provide proper weight distribution when truck is loaded.	_____ _____ _____ _____
3. Cab to Axle	197" minimum 206" maximum. Shall be compatible with a 40-yard McNeilus front-load packer body (see attached required specifications.) It shall also provide proper weight distribution when truck is loaded	_____ _____ _____ _____
4. Frame	35 SM, 120,000 psi, double-channel rails after frame shall be a minimum of 96". Frame shall	_____ _____

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	extend 5' behind suspension for hinge point of body. R.B.M. 2,075,000 in-lb. Deep frame section 3,200,000 in-lb. (minimum). Bolt-on extensions will not be accepted.	
5. Diesel Engine	Current year production model diesel engine. 2023 emission compliant, 345 gross horsepower or greater, torque 1,280 ft. lb. @ 1,100-1300.	
6. Power Take-Off Front-Mount Pump	Set up for front mount off engine crankshaft. Pump air actuated from inside of cab. Pump limiter shall be connected to engine computer not external over- speed box. Pump will be set to kick out at truck speed of 18 to 20 MPH with manual restart. Truck supplier shall work with body supplier on this function. Pump to be located behind front bumper.	
7. Cooling System	Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protect- ed to minus 34° F with year-round coolant. An integral transmission cooler shall be provided, if needed. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures.	
8. Transmission	Fully automatic, 6-speed Allison H.D. 4500-RDS-6 Rugged Duty Series Gen. 4. The transmission controls shall be Allison electronic pushbutton with shift shock eliminator. Controls shall be on left hand side of cab.	
9. Axles	<u>Front</u> - 20,000 lbs. capacity (minimum).  Front axle shall have a minimum setback comparable or equal to current City of Casper sanitation trucks.  Notice to Bidders: Truck must be delivered, equipped, and bid with a 40 yard, front-load, refuse body.  <u>Rear</u> - 46,000 lbs. capacity (minimum). Spring suspension type with inter-axle lock and full wheel lock, or equivalent, top speed 65 MPH.	
10. Springs	<u>Front</u> - Heavy duty double acting shock absorbers.  <u>Rear</u> - Camel Back suspension	



**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

(minimum). Shall be top spring configuration.

11. Tires and Rims

Front - 315/80R22.5, 20 ply, Goodyear G289 WHA, on 22.5 x 13 stud aluminum wheels

Rear - 11R 22.5, 20 ply, Goodyear G622 RSD, on 22.5 x 8.25 stud aluminum wheels.

One (1) spare front tire and aluminum rim, and one (1) spare rear tire and aluminum rim for the truck.

Note: Tires and rims are to meet the required GVW rating regardless of specification. Wheel color will match that of the body.

12. Brakes

Disc brakes in the front and back, compressor, and accessories as required meeting all Federal Motor Vehicles Safety Standards.

Low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved and with manual brass drain cock valves.

13. Cab

Two (2) man, **LOW ENTRY**, cab-over design with tilt cab, steel body front of door hinges, power windows both sides. **Single step entry (ground to step) step to floor. No additional steps will be accepted. Floor of cab and single step must both be enclosed in cab. No external step will be accepted.** High visibility tilt cab with "B" pillar wrap around corner windows, and outer grab handles for ease of ingress and egress on both driver and passenger sides. **Left hand side operator configuration.**

Both driver and passenger seats shall be National 2000 triple lumbar, air ride suspension seats. They shall be mounted on the left and right sides of cab. Engine cover shall be recessed to accommodate the ergonomic positioning of the loader controls.

Roof Top Cab mounted Red Dot a/c

Insulated rubber floor mat.

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

Safety glass in all windows.

Arm rests left and right.

Two (2) belt-type seatbelts.

Dome light, door operated.

Heavy Duty cab trim.

AM/FM/Bluetooth radio.

Plain front and rear mud flaps.

Door locks.

Air cab jack.

Air Conditioning—Factory Compatible with McNeilus front load body mounting

Audibles shut off in the cab when vehicles is in Reverse

14. Steering

Steering shall be heavy-duty power steering at left side operator position in cab. Sit-down steering controls for left side. Steering tilt and telescoping adjustment to accommodate operators with large size variations.

15. Fuel Tank

Left side mounted Aluminum tank, 75-gallon minimum capacity, DOT approved with shut-off valve. Mounted as far forward as possible. Contact body supplier for placement. Do not mount fuel tank or DEF tank under clean-out doors/troughs.

Def tank to be on the same side as the fuel tank

16. Electrical

12-volt neg. ground.

165-amp alternator.

Three (3) 1,000/3,000 cca batteries.

Five (5) LED amber marker lights on cab.

Body will have LED lighting, chassis and body shall be compatible.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	Dimmer switch on steering column.	<hr/>
	Turn signals with four-way emergency flashers.	<hr/>
	Three sets of keys.	<hr/>
	BATTERY SHUT-OFF SWITCH: easy to see and easy to access.	<hr/>
	Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system.	<hr/>
17.	Mirrors	<hr/>
	Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.	<hr/>
18.	Exhaust System	<hr/>
	Must meet all federal standards and be installed to accommodate the 40 CY high compaction McNeilus HD front-loading refuse body. To be 2023 emission certified, SCR catalyst type, passive regeneration system and to be equipped with proper protection to prevent burns (exhaust shield). Perforated exhaust extension mounted on top of exhaust pipe.	<hr/>
19.	Gauges and Indicators in Cab	<hr/>
	All critical controls required to operate the vehicle from the left operator location. Gauges to be mounted on left hand sides of cab.	<hr/>
	Oil pressure	<hr/>
	Inter-axle differential lock indicator light	<hr/>
	Volt meter	<hr/>
	Air restriction indicator on air cleaner	<hr/>
	Regeneration initiate/inhibit switch	<hr/>
	Water temperature	<hr/>
	Transmission temperature	<hr/>
	Hour meter	<hr/>
	Air pressure (dual) with air parking brake, both RH	<hr/>

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	& LH	
	Tachometer (electric)	
	Electric speedometer/odometer	
	Fuel Gauge	
	Def Gauge	
	Starter switch and button on	
	Light, buzzer warning on oil pressure, high water temperature, low air pressure	
20.	Paint/Color	
	<u>Cab:</u> DuPont 51304 burgundy.	
	<u>Body:</u> DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.	
	Tailgate to be painted the Safety Yellow the whole lower 1/2 of the tailgate	
21.	Mud flaps	
	<u>Rear:</u> Required in front of and behind rear wheels. With NO writing on either side of mud flaps.	
	<u>Front:</u> Behind wheels. With NO writing on either side of mud flaps.	
	<u>Body:</u> Rear of body below tailgate latches. 4 plastic heavy duty mud flaps mounted below the packer body. 24" W X 36" H.	
22.	Accessory Equipment	
	The following equipment, whether or not considered standard, shall be furnished with each unit:	
	Heavy-duty, two-speed (minimum), fresh air heater with defroster, 40,000 BTU with engine mounted shut-off valve. Left hand mounted controls.	
	Two-speed, dual, electric windshield wipers, intermittent type with windshield washer.	
	Dual sun visors.	
	Fire extinguisher, 5 lb. ABC dry chemical type. Mounted by City.	

## BIDDERS SPECIFICATIONS

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**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

Body Roof: The body roof shall be of a smooth, curved design and constructed of 10 Gauge AR200 steel with a minimum tensile rating of 90,000 psi. The roof will have a 1' lap weld with an inside and outside continuous weld.

NO hopper clean-out doors.

Full welded box construction with robotic precision and quality.

Side access door with ladder: Minimum opening 24" x 30".

Access ladder to top of body (fold down style).

Wind guard: 12 gauge, A569 mild steel.

26. Hopper

The hopper shall have a minimum capacity of 12 cubic yards.

Hopper floor wear area: The hopper floor shall be constructed of 1/4" flat, single-piece Abrasion Resistant steel with a minimum tensile rating of 180,000 psi.

No clean out compartment on either side of body. Behind blade should be solid no troughs.

Lower hopper sides: 3/16", AR400; 180,000 psi tensile rating minimum.

Upper hopper sides: 10 gauge, AR200; 90,000 psi tensile rating minimum.

Side supports: 3/16", GRD 50 high strength steel.

Cross members: 3/16", GRD 50 high strength steel.

The hopper shall have a hydraulically controlled sliding hopper door to contain loose items while in transit.

27. Tailgate

The side and rear walls of the bustle tailgate will be constructed of 1/8", AR450 steel with a minimum tensile rating of 200,000 psi. The tailgate will have

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

a 2' lap weld with an inside and outside continuous weld.

Bolsters: 3/16", GRD 50 high strength steel (formed channel).

Locking teeth: 1", A36 mild steel.

Hinge plate: 1/2", GRD 50 high strength steel.

The bustle tailgate will utilize an eight-point automatic locking system, a minimum 50" seal height and **Service Safety Prop.**

Tailgate control must allow for ejection under a 14' ceiling.

28. Packer/Ejector Lower face plate: 5/16", AR200; 90,000 psi tensile rating.

Upper face plate: 3/16", AR200; 90,000 psi tensile rating.

Face support: 3/8", GRD 50 high strength steel.

Packer sides: 10 Gauge, GRD 50 high strength steel.

Floor track: 3/8", GRD 50 high strength steel (formed channel) with 1/4" AR400, 180,000 psi track wear strips. Hopper Area will have chromium carbon track wear strips.

Shoe assembly: 2-1/2" x 2-3/4" x 1/4" 46-inch, A500 GRD B Tubing with one-piece bolt-on chromium carbon wear shoes.

The minimum compaction force will be 153,400 lbs.

Load will be expelled by ejector only. No dump bodies are acceptable.

The hopper shall be cleared by the auto pack and sweep function. No follower panels are acceptable. Packer cycle time will be maximum 24 seconds (full extend and retract).





**ITEM**

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All hoses shall be Aeroquip (or acceptable alternative).

Any hose under 1" shall be a minimum of a 2-braid hose.

Any hose over 1" shall be a minimum of a 4-braid hose.

31. Cylinders

Ejector cylinder: 6-1/4", 3 stage, 164" stroke. Two-stage, double-acting telescopic cylinders shall provide the means of both packing the refuse into the body and ejecting it at the landfill. The construction of the cylinders shall be as follows.

(1) All tubes and gland nuts, and piston shall be salt bath nitrided to provide both the required hardness to resist dents and scratches and achieve a corrosion resistance greater than that of hand chrome plating.

(2) All gland nuts shall incorporate the use of a M2 tool steel scraper to remove all debris from the tubes as the cylinder retracts. This scraper must be capable of shaving off the edges of small dents as well as fitting close enough to the tube to shave off any film such as paint. By preventing contaminants from entering the system, the oil will remain clean and protect all other components of the system. NO EXCEPTIONS.

Arm cylinder: 4-1/2" bore x 2-1/2" cylinder size x 46" stroke.

Fork cylinder: 3-1/2" bore x 2" cylinder size x 36" stroke.

Tailgate cylinder: 3-1/4" bore x 2" cylinder size x 38" stroke.

State cylinder manufacturer and available extended warranty. Include any applicable limits and costs.

32. Controls

All of the controls shall be electric over hydraulic and located inside of cab mounted to the right of the operator facing street side. **Please Describe the controls if an exception is taken.**

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

Data Control Module for service diagnostics and body function adjustments, mounted in the cab with easy access for the service technicians. All software and hardware shall be provided for this application.

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Single joystick control for arms and forks.

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Interior control box wires shall be numbered and color coded to correspond to owner's manual for ease of service.

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All controls shall be clearly marked for each specific operation. Switches shall be located in easily/ergonomically located sealed switch control panel.

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NEMA 4 rated control module.

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Automotive type relays and fuses.

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Control boards with socketed connectors will not be accepted.

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Control box must be protected with Field Effect Transistor technology which provides over circuit and over current protection. In the event of over circuit or over current, the function in error will shut off without disrupting other functions.

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33. Performance

Packer panel must complete an auto pack and sweep of hopper with the operation of one button on control box.

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Packer body must be full eject, no dump style bodies are acceptable.

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Packer tailgate to be operated from inside cab, with no outside operations necessary.

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A main relief valve shall be incorporated into the hydraulic system in order to protect from excessive pressure or over speed.

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34. Lights & Paint

Lights on tailgate shall be recessed and sealed for maximum protection through normal operation.

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Strobe light to be installed: Whelen, Model 800D series, wired to the ignition. (lights work as truck is

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**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

running at any speed).

Two work lights mounted on back rear of truck, one on each side. Control switch mounted inside the cab to be clearly marked. Light to come on when truck goes into reverse.

Dual trapezoid work lights mounted on side fender skirts. Lights to work when truck goes into reverse. (lights to work on separate relay from other lights).

Peterson Smart Light LED strobe system or equal alternating amber strobes on 4 rear corners of tailgate.

Three (3) hopper service lights: One (1) mounted on top of driver's side mirror for overhead hazards. Two (2) mounted on top of canopy on each side facing the hopper to see spillage over the blade, control switches to be located inside the cab to be clearly marked. The 3 lights must come on at 5mph or less and activated, and be able to use a switch to turn them on.

Packer and components steel shot blasted prior to priming with high solids epoxy primer. Finish coat: Akzo Coating's Sikkens, high solids, acrylic urethane. Solid DuPont, P9188, high gloss white with 8" diagonal, DuPont 736835, burgundy stripe. The lower 1/2 of tailgate must be painted with the safety yellow.

All lights must LED and meet applicable federal and local safety standards.

All connections shall be soldered or crimp style to be durable and waterproof.

Cab: DuPont 51304 burgundy.

Body: DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.

Tailgate to be painted the Safety Yellow the whole lower 1/2 of the tailgate.

**ITEM**

**BIDDERS**  
**SPECIFICATIONS**

- Reflective tape for safety along back and side of truck and body (reflective tape red and white as for D.O.T. N.H.T.S.A ).

[illegible]

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

Reflective triangle breakdown kit included

Bracket option to support interchangeable signage on body.

Safety Vision Wireless Camera System, for rear vision and hopper vision for day and night use. Three (3) cameras with shutter mounted on rear tailgate of truck one on each side of tailgate facing out and one in the center and one camera mounted near top hopper door to see spillage over blade. The Monitor for the Safety Vision cameras in the cab shall be place in the area of the top left corner of the windshield on the drivers side of the cab.

Body must have been in production for at least ten 10) years.

36. Manuals

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for body being sold). NO EXCEPTIONS.

Two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for body being sold.) NO EXCEPTIONS.

37. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12-month period.

Body manufacturer must provide on-site service by factory trained service technicians for warranty requests.

38. Delivery

Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

A full tank of DEF

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.

**BIDDERS**  
**SPECIFICATIONS**

**PROPOSAL FOR FURNISHING  
LOADING, FULL-EJECT, 40 YARD, SANI  
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.  
19th Day of June 2023

BID ITEMS: \_\_\_\_\_

Description:

Make and Model: \_\_\_\_\_

Federal Certified GVW: \_\_\_\_\_

- I. Price bid for two (2) front-loading, full-eject, 40-yard sanitation truck bodies, as specified \$\_\_\_\_\_

- II. Trade-in allowance for Unit: **222276** \$ \_\_\_\_\_  
VIN # **1M2AU04C6GM009717**

Trade-in allowance for Unit: **222288**  
VIN #1M2LR06COKM003699 \$

- III. NET COST TO THE CITY:  
(Total Price) \$ \_\_\_\_\_

- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_\_ calendar days after award of contract by City Council.

- V. 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.

- VI. Extended 7-year Warranties Options for the Chassis, list all options & cost and attach a copy of all the options. Extended warranties shall be a separate purchase.

[illegible]

TOTAL: \$

Extended 7-year Warranties Options for the Body, list all options cost and attach a copy of all the options  
Extended warranties shall be a separate purchase.

	\$
	\$
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	\$

TOTAL: \$ \_\_\_\_\_

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, a certified, or a 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. 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**  
**TWO NEW FRONT LOAD TRUCK**  
**(Approved by the City Attorney, 2021)**  
**Dated: \_\_ June 19, 2023 \_\_\_\_\_**

**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, if the bid is for more than one hundred and fifty thousand dollars (\$150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, 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 upon 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.

August 22, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief

SUBJECT: Sole Source Purchase of Hurst Extrication Tools in The Amount of \$147,385.80 from LN Curtis & Sons.

**Meeting Type & Date**

Regular Council Meeting  
September 5, 2023

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of Hurst Extrication Tools from L.N. Curtis & Sons in the amount of \$147,385.80.

**Summary**

L.N. Curtis & Sons is the exclusive dealer for Hurst Extrication Tools in our region. Casper Fire-EMS currently utilizes hydraulic extrication tools that are 15 years old and at the end of their service life. In 2022 Casper Fire-EMS formed a task force to research and evaluate extrication tools to replace our current tools. Five different extrication tool manufacturers were evaluated for speed of operation, cutting & spreading strength, weight, ergonomics, and battery life. Hurst Tools outperformed the other tools and was unanimously chosen by the task force to replace our current tools. These new tools will be battery powered and will significantly improve our extrication capabilities and efficiencies. This new complement of tools will include 1 set each of cutters, spreaders, and rams for the ladder truck & rescue truck, and 4 combination cutter/spreader tools for 4 engines (10 tools, 10 chargers, and 20 batteries). This FY24 capitals project has a budget of \$150,000 utilizing OneCent #17 Funds.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Jason Speiser; Deputy Chief

**Attachments**

L.N. Curtis Hurst Quote.  
L.N. Curtis & Sons, Hurst Exclusive Dealer Letter.

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Intermountain Division  
 1635 South Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 241121

## Quotation

### CUSTOMER:

Casper Fire EMS  
 Accounts Payable  
 200 North David Street  
 Casper WY 82601

### SHIP TO:

Casper Fire EMS  
 200 North David Street  
 Casper WY 82601

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
241121	08/25/2023	11/30/2023

SALESPERSON	CUSTOMER SERVICE REP
Mark Cowen <a href="mailto:mcowen@lncurtis.com">mcowen@lncurtis.com</a> 406-320-1023	Mark Cowen <a href="mailto:mcowen@lncurtis.com">mcowen@lncurtis.com</a> 406-320-1023

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Deputy Chief Jason Speiser	C29422	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

### SPECIAL INSTRUCTIONS

PRICING BASED ON SOURCE WELL CONTRACT PRICING. CASPER FIRE / EMS SOURCEWELL MEMBER # 194237

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	2	EA	272889000-9 HURST	S789 E3 eDraulic Cutter 9Ah Package, Includes: - 1ea. S789 E3 Cutter - 2ea. 9Ah Batteries - 1ea. 110V Charger  TECHNICAL DATA * Length = 35.7 in * Width = 10.5 in * Height = 9.96 in * Weight (w/o battery) = 49.6 lbs * Cutter Opening = 8.07 in * NFPA Cutter Rating = A8/B9/C8/D9/E9/ F5 * NFPA 1936 2020 Compliant = Yes * Tool IP Rating = IP58	OM	\$13,573.80	\$27,147.60

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Intermountain Division  
 1635 South Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 241121

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
2	2	EA	271877000-9 HURST	SP777 E3 Spreader 9Ah Package, Includes: - 1ea. SP777 E3 Spreader - 2ea. 9Ah Batteries - 1ea. 110V Charger  TECHNICAL DATA * Length = 39.3 in * Width = 12.2 in * Height = 9.96 in * Weight = 51.6 lbs * Spreading Distance = 32 in * Max Spreading Force = 134,900 lbs * Max Pulling Force = 13,490 lbs * NFPA HSF = 19,110 lbs * NFPA LSF = 13,260 lbs * NFPA HPF = 11,016 lbs * NFPA LPF = 6,774 lbs * NFPA 1936 2020 Compliant = Yes * Tool IP Rating = IP58	OM	\$15,379.20	\$30,758.40
3	2	EA	274886000-9 HURST	R522 E3 Ram 9Ah Package, Includes: - 1ea. R522 E3 Ram - 2ea. 9Ah Batteries - 1ea. 110V Charger  TECHNICAL DATA * Length Retracted = 24.7 in * Length Extended = 59.2 in * Width = 5.51 in * Height = 12.9 in * Weight = 45 lbs * Stroke Piston 1 = 17.8 in * HSF Piston 1 = 28,600 lbs * Stroke Piston 2 = 16.7 in * HSF Piston 2 = 13,500 lbs * Stroke Overall = 34.5 in * NFPA 1936 2020 Compliant = Yes * Tool IP Rating = IP58	OM	\$10,781.10	\$21,562.20

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Intermountain Division  
 1635 South Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 241121

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
4	4	EA	273824000-9 HURST	SC358 E3 Combi 9Ah Package, Includes: - 1ea. SC358 E3 Spreader - 2ea. 9Ah Batteries - 1ea. 110V Charger - Door Opener Tips  TECHNICAL DATA * Length = 34.5 in * Width = 9.25 in * Height = 9.96 in * Weight = 40.3 lbs * Spreading Distance = 14.5 in * Max Spreading Force = 337,230 lbs * Max Pulling Force = 13,714 lbs * Cutter Opening = 12.2 in * NFPA Cutter Rating = A7/B8/C7/D8/E7/ F4 * NFPA HSF = 9,667 lbs * NFPA LSF = 7,419 lbs * NFPA HPF = 13,940 lbs * NFPA LPF = 9,667 lbs * NFPA 1936 2020 Compliant = Yes * Tool IP Rating = IP58	OM	\$16,979.40	\$67,917.60

\*\*\*\*AT THIS TIME THE ESTIMATED DELIVERY TIME IS APPROXIMATELY (120) ONE HUNDRED TWENTY DAYS FROM THE DATE THE ORDER IS PLACED\*\*\*\*

\*\*THE TRANSPORTATION COST IS NOT INCLUDED IN THE ABOVE PRICING\*\*

Small Business  
 CAGE Code: 5E720  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350  
 UEI #DDLSADSWN7U7

This pricing remains firm until 11/30/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 801-486-7285  
TF: 800-426-0509  
Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
UEI#: DDLSADSWN7U7



Intermountain Division  
1635 South Gramercy Road  
Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Quotation No. 241121

Subtotal	\$147,385.80
Estimated Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$147,385.80
<a href="#">View Terms of Sale and Return Policy</a>	





A Trusted IDEX Fire & Safety Brand

**HURST Jaws of Life**

711 N. Post Road  
Shelby, NC 28150

T. 800-537-2659

[iawsoflife.com](http://iawsoflife.com)

August 25, 2023

Casper Fire & Rescue  
Deputy Chief Jason Speiser  
200 David Street  
Casper, WY 82601

This will confirm that, as of the date hereof, the following HURST Jaws of Life® dealer is the only Hurst® dealer for HURST® High Pressure (10,000 PSI), HURST® eDRAULIC® and HURST® StrongArm® rescue equipment for the County of Natrona in the State of Wyoming and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by HURST® Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on HURST® Low Pressure (5,000 PSI), HURST® High Pressure (10,000 PSI), HURST® eDRAULIC and HURST® StrongArm rescue equipment:

**LN Curtis & Sons**  
**1195 South 300 West**  
**Salt Lake City, UT 84101**  
**Phone Number: 800-426-0509**  
**Fax Number: 801-487-1278**

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704- 487-6961 should you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Canon', with a long horizontal flourish extending to the right.

Mike Canon  
Director of Distribution  
IDEX Fire & Safety  
HURST Jaws of Life, Inc. / Akron Brass

ALJ

Cc: Jeff Bonser, Intermountain Regional Sales Manager, HURST Jaw of Life, Inc