

COUNCIL MEETING AGENDA

**Casper City Council
City Hall Council Chambers
Tuesday, March 17, 2026, 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 "Council Response" following the public comment period.
- V. Willful disruption of, or the breach of the peace at, a Council Meeting may result in the removal of any such individuals or groups from the meeting.

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. APPROVAL OF COUNCIL MEETING MINUTES

- A. Consideration of the Minutes of the March 3, 2026, Regular Council Meeting
- B. Consideration of the Minutes of the March 3, 2026, Executive Session

4. CONSIDERATION OF BILLS AND CLAIMS

- A. General Bills & Claims
- B. Conflict Claims

5. PROCLAMATION – Senior Olympics

6. COMMUNICATIONS

- A. From Persons Present
- B. Council Response

7. PUBLIC HEARINGS

- A. Ordinance

- 1. **Amending Certain Sections of Chapters 8.16 - Smoking in Public Places and 9.40 - Offenses by or against Minors**, of the Casper Municipal Code to Prohibit Vaping in Indoor Public Places and to Restrict the Sale or Distribution of Hemp Derived and THC Products to Persons Under Twenty-One Years of Age

8. SECOND READING ORDINANCE

- A. Amending Sections 6.04.001, 6.04.010, 6.04.040, 6.04.260, and 6.04.270 of the Casper Municipal Code to Allow the Keeping of **Domesticated Fowl within City Limits**.

9. THIRD READING ORDINANCE

- A. Approving a Vacation, Final Plat, Subdivision Agreement, and Zone Change for the **Valley Hills Addition No. 3 Subdivision** in the City of Casper, Wyoming.

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

10. RESOLUTIONS

A. Non-Consent

1. Authorizing a Corrected Guaranteed Maximum Price **Amendment No. 2 to the Contract with Sampson Construction Company, Inc.**, for Construction Management Services for the **Casper Business Center Police Remodel Phase 2** Project No. 23-023.
2. Authorizing **Change Order No. 2** to the Agreement with **Eagle Environmental, Inc.**, for the **Casper Business Center Demolition & Asbestos Abatement**, Project No. 23-023.
3. **Rescinding and Replacing Resolution 25-119 and Authorizing the Execution of Amendment No. 1** to the Clean Water State Revolving Fund with the Office of State Lands and Investments for the Purpose of the City of Casper **North Platte Sanitary Sewer Rehabilitation Project**.
4. Authorizing Submission of a **Federal Mineral Royalty Capital Construction Account Grant Application** to the State Loan and Investment Board (SLIB) on Behalf of the Governing Body for the City of Casper, Wyoming, for the Purpose of Providing Supplemental Funding for the Construction of a New City of Casper **Fire Station 1**.

B. Consent

1. Authorizing an Agreement with **Dynamic Controls, Inc.** for the **Solid Waste Door Access Controls**, Project No. 25-057.
2. Authorizing a Contract between the City of Casper and **Ayres Associates, Inc.** for the **Amoco Road Corridor Study**.
3. Authorizing a Contract between the City of Casper and **KLJ Engineering, LLC**, for the **Salt Creek Highway Corridor Study**.
4. Authorizing a **Amendment No. 1 with Civil Engineering Professionals, Inc.**, to Extend the Timeline for Completing the Update to the **2016 Stormwater Utility Implementation Plan**.
5. Authorizing a **Release of Mortgage** Granted to Wyoming National, LLC, by the City of Casper on February 23, 2006, for the **Wyoming National Bank Building Project**.
6. Authorizing an **IRU Addendum and Grant of IRU** between the City of Casper and **Mountain West Technologies Corporation** for **Fiber Optic Cabling Services**.

We are **CASPER**

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

7. Authorizing **Amendment No. 1** to the Professional Services Agreement with **Clean Club 307 L.L.C. for Custodial Maintenance Services.**
8. Authorizing **Amendment No. 6** to the Contract for Professional Services Agreement between the City of Casper and with **Kone, Inc. for Modernization of the Freight Elevator at the Ford Wyoming Center.**
9. Authorizing a Contract for **Outside-City Water Service with Western Agricultural Products, LLC.**

11. MINUTE ACTION

A. Consent

1. Re-Appointing Kelly Ivanoff and Phillip Rael to One-Year Terms Expiring December 31, 2026 and Appointing Martin Axlund and Lindsey Grant to Two-Year Terms Expiring December 31, 2027 on the **Old Yellowstone District Advisory Committee.**
2. Approving the **Purchase of Seven (7) Zoll Zenix Cardiac Monitors.**
3. Authorizing the **Purchase of One (1) New Flat-Bed Tilt Deck Trailer**, from JJE Trailer Sales and Service, Casper, Wyoming, for Use by the Casper Police Department.
4. Appointing One (1) New Member to **Casper's Council of People with Disabilities** for a Term of Three Years Beginning March 23, 2026.
5. Approving the **Sole Source Purchase of a 2026 Crestliner 1660 Retriever Forward Console Boat & Trailer**, from Casper Marine & Rec, for Use by the Casper Fire-EMS Department.
6. **Terminating the Agreement for Construction Manager at Risk with Reiman Corp** for the **North Platte River Pedestrian Bridge**, Project No. 24-007.

12. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

13. ADJOURN INTO EXECUTIVE SESSION: PERSONNEL & ATTORNEY-CLIENT PRIVILEGE

14. ADJOURNMENT OF REGULAR MEETING

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, April 7, 2026 – City Council Chambers

6:00 p.m. Tuesday, April 21, 2026 – City Council Chambers

Work Sessions

4:30 p.m. Tuesday, March 24, 2026 – Council Meeting Room

4:30 p.m. Tuesday, April 14, 2026 – Council Meeting Room

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

We are CASPER

Communication

Accountability

Stewardship

Professionalism

Efficiency

Responsiveness

Casper City Council Regular Meeting Minutes
City Hall Council Chambers
March 3, 2026 at 6:00 p.m.

1. ROLL CALL

Present: Pacheco, Gamroth, Pollock, Bond, McIntosh, Sweeney, Haskins, and Larson. (Excuse Councilor Jensen's Absence. Motion: Bond. Second: Pollock. Approved 8-0-0).

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

Approving Minutes of February 17, 2026, Regular Council Meeting and the February 17, 2026 Executive Session. (Motion: Bond. Second: McIntosh. Approved 8-0-0).

4. APPROVAL OF BILLS & CLAIMS

Approving March 3, 2026, Bills & Claims. (Motion: Haskins. Second: McIntosh. Approved 8-0-0).

March 3, 2026, Bills & Claims

71Const	Refund	1,414.76
307Shrdng	Services	247.50
954Cnsltnts	Goods	9,242.64
APevalta	Refund	80.56
ARuble	Services	13,601.39
ASplchal	Refund	156.78
AVickers	Reimb	150.00
AccntPckgng	Goods	3,347.86
AceHrdwr	Goods	8.77
AdvncdLineSysms	Refund	827.15
Airgas	Goods	562.06
AllOutFireExt	Services	230.00
Alsco	Services	1,660.38
AMBI	Services	85.23
AmrcnTitle	Goods	375.00
AmesCnstrctn	Refund	1,209.31
ArcadisUS	Refund	520.20
AreteDsgnGrp	Services	58,929.93
AT&T	Services	4,850.70

AtlntcElctrc	Services	500.00
Atlas	Goods	1,372.02
BAllen	Refund	52.46
BBoldt	Refund	90.41
BHamilton	Refund	49.38
BHedstrom	Refund	169.46
BRocksvold	Reimb	216.23
BSaban	Refund	147.88
B&BRentalSrves	Refund	92.00
BarDSgns	Goods	936.70
BigHrnTire	Goods	42.75
BlkHillsEnrgy	Utilities	36,368.37
BlkmnPrpn	Goods	3,482.98
BrntagPcfc	Goods	41,009.42
Brns&McDnlEngnrng	Services	16,736.02
BushWellsSprtng	Goods	246.00
CAndersen	Refund	204.36
CArchibeque	Reimb	106.96
CAtkinson	Reimb	46.00
CCowan	Refund	31.60
CKing	Refund	28.01
CO'Malley	Refund	75.31
C&LCylndr&Mchn	Goods	1,633.00
CsprBldngSystms	Refund	1,246.40
CsprElctrc	Refund	24.20
CsprNCHealth	Services	50,000.00
CsprStrTrb	Goods	372.30
CsprTinShop	Services	1,358.50
CsprTire	Services	460.00
CWRWS	Goods	363,830.58
CntryLnk	Utilities	1,030.52
ChldrnsAdvcy	Services	16,000.00

CtyCspr	Services	128,352.41
ClbCar	Services	2,520.00
CMITeco	Services	220,482.94
CocaCola	Services	19.50
ClctnCntr	Services	494.13
ClmnSftwrPBC	Services	470.60
CommTech	Services	15,789.50
CommunityActnPrtnrshpOfNC	Donation	2,285.58
CPU	Goods	518.75
CnsltdElctrc	Goods	123.45
CowboySplyHse	Goods	377.59
CPSDstrbtrs	Goods	53.46
CrzySeabee	Goods	14,877.15
CreedCmpns	Services	303.19
CrimeScnInfo	Services	134.00
CrwnCnstretn	Refund/Services	69,535.40
CWG, LLC	Refund	139.87
DBerrett	Refund	55.90
DGarland	Reimb	168.00
DVillanueva	Refund	130.05
DWilliamson	Refund	144.10
DanaSftySply	Goods	13,700.00
DckrAuto	Services	172.21
Dell	Goods	346.77
Dsentcell	Services	19,745.98
DbleDropCnstretn	Refund	1,355.57
DynmcCntrls	Services	6,674.00
EMcfee	Refund	13.56
EMunguia	Refund	144.10
ESandoval	Refund	62.16
E-ImagedataCorp	Goods	265.00
EAK	Services	195.00

EnrgyLabs	Services	1,210.00
EngnrngDsgn	Services	3,100.00
ErfnsEtnAnlytel	Services	175.00
EvargISCnsltng	Services	9,779.25
ExprsSrvc	Services	2,392.40
FrntRngCnsltng&Phtgrphy	Services	3,255.00
GSchenfisch	Services	105.00
GeotechEnvrnmntlEqpmnt	Services	1,387.16
GloblPymnts	Goods	5,000.00
GloblSpectrm	Services	76,871.33
GradeTechPwrSrvc	Refund	1,239.49
Grngr	Goods	904.24
GrtWstrnRcrtn	Goods	5,338.50
HDonaldsonEstate	Refund	147.27
HPittman	Refund	23.87
HrdlnEquip	Services	16,499.77
Hwkns	Goods	3,825.30
HDREngnrng	Services	22,565.75
Homax	Goods	51,254.59
Hose&RubrSply	Goods	410.36
IndstrlScrn	Services	4,500.00
Instltn&Srvc	Refund	4,898.72
Itron	Services	10,993.02
JAbplanalp	Refund	45.16
JBastow	Refund	42.16
JKirkendall	Refund	50.22
JLogan	Refund	619.89
JRoberts	Refund	136.55
JRoderick	Refund	54.26
JSantesson	Refund	83.35
JSutherland	Refund	145.52
JWistisen	Refund	30.18

JonasSftwr	Services	349.00
JWCEnvrnmntl	Goods	13,759.22
KMascia	Refund	131.84
KMonpas	Refund	200.00
KRoberts	Refund	107.40
KGDennisEnt	Refund	75.00
KtchnSocial	Goods	236.47
KommakaziVntrs	Goods	151.90
KubwtrRes	Goods	17,430.00
LHale	Refund	24.34
LMclean	Refund	158.89
LBMtrsprts	Goods	32,473.94
LngBldgTech	Services	4,056.21
Lower&Co	Services	1,600.00
MBratvold	Reimb	64.00
MLindgren	Refund	102.75
MndrsPntng	Services	336,252.50
MettaTchnlgs	Services	75,500.00
MoblCncrte	Refund	87.62
MoblMessiah	Services	9,796.25
MdrnElctrc	Services	10,453.06
MrsnMaierle	Services	1,435.50
Motn&FlowCntrl	Goods	3,174.88
MtnAlrmFire&Scrty	Services	1,724.91
MtnStLitho	Services	71.44
MtnStSysrms	Goods	4,487.70
MtnWstTech	Services	44.00
NBartow	Services	2,799.00
NGarland	Refund	42.64
NCHOJ	Services	101,130.19
Norco	Goods	157.52
NWstCntretrs	Goods	73.80

OneCall	Services	220.10
OvrHeadDr	Services	28.76
PStrong	Refund	243.65
PacificSteel&Rcycling	Refund	20.00
PDFSplyCmpny	Goods	724.21
Pepsi	Goods	3,846.85
PstlPros	Services	13,665.86
PrfsnlCIng	Services	1,395.00
ProfrMrktng	Goods	1,689.37
PVSDx	Goods	13,385.30
RGrauberger	Reimb	225.00
RLaible	Refund	68.94
ROlson	Reimb	265.78
ROrtiz	Refund	81.69
RWilson	Refund	94.89
RapidFirePrtctn	Services	322.00
RDOffuttCmpny	Services	64,064.99
ReimanCorp	Services	10,321.75
RbsnCntrectng	Services	1,690.00
RckyMtnAirSltns	Goods	766.01
RckyMtnPwr	Utilities	237,956.70
RootrSwr	Services	1,204.90
SBaxter	Reimb	500.00
SHamilton	Refund	496.81
SHaralson	Refund	44.10
SIzatt	Refund	63.47
SJohnson	Refund	144.10
SThurman	Refund	12.50
SWallace	Goods	99.00
SftyKleenSystms	Goods	369.80
SmpsnCnstrctn	Refund	964.16
ScienceZone	Services	24,919.50

ShrdnMtrs	Goods	52,939.00
SolsbryHill	Goods	326.88
StOfWyo	Services	49,695.60
StrlngInfosystms	Services	1,275.92
StonerLawn&Lndscpng	Refund	741.52
SummitFire&Scrty	Services	952.38
SWI	Services	865.50
TFousek	Refund	122.18
TGaines	Reimb	164.69
TGlaser	Reimb	225.00
T-Mbl	Services	392.33
TheWash	Services	265.50
ThomsonReutrs	Goods	1,179.07
TrnsrcTrck&Eqpmnt	Goods	4,506.93
TretoCnstretn	Refund	1,098.65
TriMtnCnstretn	Refund	1,325.00
TroniInvstmnts	Refund	36.71
TWEntrprs	Services	306.00
TylerTech	Services	900.00
Uline	Goods	611.62
Unifrms2Gear	Goods	2,356.56
UntdCntrlIndstrlSply	Services	5,261.95
VailIntrs	Services	7,351.34
VrznWrks	Services	1,358.64
VrmrSales&Srvs	Services	5,442.49
WstMgmtNtnlSrvcs	Refund	1,194.40
Wtl&DaubCntrctrs	Services	53,290.25
WstrnMncplCnstretn	Refund	520.20
WstrnSign&Design	Services	303.20
WstrnStatesFirePrtctn	Services	490.00
WLCEngrng	Services	15,780.68
WWCEngrng	Services	32,791.75

Wybrx	Goods	72.00
WyoAsscOffFireMrshls	Goods	105.00
Wyo1stAid	Goods	80.52
WLEA	Services	4,490.60
WyoSftySply	Goods	5,053.37
WyoSteel&Rcycling	Services	3,360.00
ZollMdelCorp	Services	428.40
ZonrSystms	Services	87.50
Total		2,617,989.76

5. COMMUNICATIONS: From Persons Present & Council Response

Citizens speaking to Council were: Ross Schrifman, regarding the airport MRG and asking for an update on the Spec Tax projects; Brett Hobza, regarding in kind requests for a DCBA Crazy Days car show event; Dave Driggers, regarding detention ponds near Palmer Drive; and Dennis Steinsland, regarding the withdrawal of the Eagle Valley application.

Council Response:

Councilor Pollock stated that the website has comprehensive updates of the spec tax projects, and discussed the car show event applying for community impact grants for in kind funding. Vice Mayor Gamroth and Councilor Sweeney discuss that the applicant from Eagle Valley did withdraw their application and will apply in a different way.

6.A.1. ESTABLISH DATES OF PUBLIC HEARING

Establish March 17, 2026, as the Public Hearing date for consideration of:

- a. An Ordinance Amending Certain Sections of Chapters 8.16 - Smoking in Public Places and 9.40 - Offenses by or against Minors, of the Casper Municipal Code to Prohibit Vaping in Indoor Public Places and to Restrict the Sale or Distribution of Hemp Derived and THC Products to Persons Under Twenty-One Years of Age. Limits.
(Motion: Pollock; Second: Haskins; Approved 8-0-0)

7. PUBLIC HEARINGS

A.1. ORDINANCE NO. 2-26: An Ordinance Amending Sections 6.04.001, 6.04.010, 6.04.040, 6.04.260, and 6.04.270 of the Casper Municipal Code to Allow the Keeping of Domesticated Fowl within City Limits.

Mayor Pacheco declared the public hearing open. City Attorney Nelson entered exhibits into the record. City Manager Jordan reported there was nothing additional beyond the exhibits. No speakers appeared for or against the resolution. Mayor Pacheco declared the public hearing closed. (Approved on 1st Reading - Motion: Bond. Second: Haskins. Approved 8-0-0).

8. SECOND READING ORDINANCE

ORDINANCE NO. 1-26: An Ordinance Approving a Vacation, Final Plat, Subdivision Agreement, and Zone Change for the Valley Hills Addition No. 3 Subdivision in the City of Casper, Wyoming.

(Approve on 2nd Reading – Motion: Pollock, Second: McIntosh Approved 8-0-0).

9.A. NON-CONSENT RESOLUTIONS

1. RESOLUTION NO. 26-48: A Resolution Authorizing Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT L254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027).

(Approved – Motion: McIntosh, Second: Haskins. Approved 8-0-0).

2. RESOLUTION NO. 26-49: A Resolution Authorizing a Procurement of Goods Agreement with Xylem/Evoqua Water Technologies, LLC, for the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Screw Pump Procurement, Project No. 24-071.

(Approved – Motion: McIntosh, Second: Pollock. Approved 8-0-0).

9.B. CONSENT RESOLUTIONS

RESOLUTION NO. 26-50: A Resolution Authorizing Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project STP-E 1254175, Interstate 25 Marginal (Phase 2 Enhancements of the I-25 Casper Marginal Project, No. 21-027).

RESOLUTION NO. 26-51: A Resolution Adopting and Setting Forth Rates for Wholesale Water Service and Retail Water Service for the City Of Casper, Wyoming, and Rescinding Resolutions 25-99 and 25-301.

RESOLUTION NO. 26-52: A Resolution Authorizing a Non-Exclusive Access Easement Agreement Between the City of Casper and Jeffrey Muratore and Katherine E. Muratore, Trustees of the Jeffrey and Katherine E. Muratore Revocable Trust, Dated April 6, 2023.

RESOLUTION NO. 26-53: A Resolution Authorizing a Memorandum of Understanding between the City of Casper, Wyoming, and the National Recreation and Parks Association and the Addendum Thereto.

RESOLUTION NO. 26-54: A Resolution Authorizing Amendment No. 1 to the Grant Agreement with the Federal Highway Administration for the Shining the Light on Safety Project, No. 24-006.

RESOLUTION NO. 26-55: A Resolution Authorizing a Contract for Professional Services with Arete Design Group, LLC, for the Washington Park Phase 3, Project No. 24-067.

RESOLUTION NO. 26-56: A Resolution Adopting Strategic Priority Goals for the City of Casper for a One-Year Period of July 2026 through June 2027: Infrastructure (Including Streets), Fiscal Stability, and Communication/ Public Education.

(Approving the Foregoing Resolution Consent Agenda – Motion: McIntosh. Second: Pollock. Approved 8-0-0)

10. CONSENT MINUTE ACTION

A.1. Authorizing the Purchase of One (1) New Mid-Size Vehicle for use by the Casper Police Department.

A.2. Authorizing the Purchase of One (1) New Half-Ton Super Crew 4x4 Pickup for Use by the Casper Police Department.

(Approving the Foregoing Minute Action Consent Agenda - Motion: Haskins. Second: McIntosh. Approved 8-0-0).

11. INTRODUCTION OF MEASURES & PROPOSALS BY CITY COUNCIL

12. EXECUTIVE SESSION

(Adjourn into Executive Session to discuss Personnel, Land, & Attorney-Client Privilege at 6:50 p.m. Motion: McIntosh, Second: Haskins. Approved, 8-0-0)

(Adjourn out of Executive Session at 8:08 p.m. Motion: McIntosh, Second: Bond. Approved, 8-0-0)

13. ADJOURNMENT OF REGULAR MEETING

Meeting adjourned at 8:09 p.m.

(Motion: Pollock, Second: McIntosh. Approved, 8-0-0)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for March 17, 2026

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Field Maintenance	Brass Connections for Water Trailer	\$13.69
<i>2530 - CPS DSTRBTRS - Total For Field Maintenance</i>			<i>\$13.69</i>
2530 - CPS DSTRBTRS	Parks - Urban Forestry	MARKING PAINT	\$49.08
<i>2530 - CPS DSTRBTRS - Total For Parks - Urban Forestry</i>			<i>\$49.08</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$62.77

307 CABLING LLC

307 CABLING LLC	Police Administration	Cable Drop for Briefing Label Printer	\$325.00
<i>307 CABLING LLC - Total For Police Administration</i>			<i>\$325.00</i>
307 CABLING LLC - ALL DEPARTMENTS			\$325.00

4IMPRINT, INC

4IMPRINT, INC	Basketball	YBBT Officials Jackets	\$813.53
<i>4IMPRINT, INC - Total For Basketball</i>			<i>\$813.53</i>
4IMPRINT, INC	Police Administration	Recuirtment banners	\$614.06
<i>4IMPRINT, INC - Total For Police Administration</i>			<i>\$614.06</i>
4IMPRINT, INC - ALL DEPARTMENTS			\$1,427.59

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage / Mailing Service	\$84.47
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$84.47</i>
A.M.B.I. & SHIPPING,	Customer Service	Postage / Mailing Service	\$357.66
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$357.66</i>
A.M.B.I. & SHIPPING,	Engineering	Postage / Mailing Service	\$6.30
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$6.30</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / Mailing Service	\$141.75
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$141.75</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage / Mailing Service	\$5.88
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$5.88</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage / Mailing Service	\$8.76

<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$8.76
A.M.B.I. & SHIPPING,	Metro Animal Shelter	Postage / Mailing Service	\$16.05
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			\$16.05
A.M.B.I. & SHIPPING,	Municipal Court	Postage / Mailing Service	\$65.16
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			\$65.16
A.M.B.I. & SHIPPING,	Police Administration	Postage / Mailing Service	\$773.80
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			\$773.80
A.M.B.I. & SHIPPING,	Refuse - Commercial	Postage / Mailing Service	\$150.19
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Commercial</i>			\$150.19
A.M.B.I. & SHIPPING,	Risk Management	Postage / Mailing Service	\$2.52
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			\$2.52
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,612.54

ADVANCED NETWORK MAN

ADVANCED NETWORK MAN	Community Development	BlueBeam Basic Subscription	\$260.00
<i>ADVANCED NETWORK MAN - Total For Community Development</i>			\$260.00
ADVANCED NETWORK MAN - ALL DEPARTMENTS			\$260.00

AFI LLC

AFI LLC	Police Administration	for officers badge plates	\$27.00
<i>AFI LLC - Total For Police Administration</i>			\$27.00
AFI LLC - ALL DEPARTMENTS			\$27.00

AFP Wyoming Recreati

AFP Wyoming Recreati	Aquatics - Operations	WRPA Spring Training	\$5.00
<i>AFP Wyoming Recreati - Total For Aquatics - Operations</i>			\$5.00
AFP Wyoming Recreati	Fort Caspar	WRPA Spring Training	\$5.00
<i>AFP Wyoming Recreati - Total For Fort Caspar</i>			\$5.00
AFP Wyoming Recreati	Ice Arena - Operations	WRPA Spring Training	\$5.00
<i>AFP Wyoming Recreati - Total For Ice Arena - Operations</i>			\$5.00
AFP Wyoming Recreati	Parks - Parks Maint.	WRPA Spring Conference	\$25.00
<i>AFP Wyoming Recreati - Total For Parks - Parks Maint.</i>			\$25.00
AFP Wyoming Recreati	Rec Center - Operations	WRPA Spring Training	\$5.00

<i>AFP Wyoming Recreati - Total For Rec Center - Operations</i>			\$5.00
AFP Wyoming Recreati	Sport & Athletics Admin	WRPA Spring Training	\$5.00
<i>AFP Wyoming Recreati - Total For Sport & Athletics Admin</i>			\$5.00
AFP Wyoming Recreati - ALL DEPARTMENTS			\$50.00

AIRGAS LLC -CENTRAL

AIRGAS LLC -CENTRAL	Sewer Wastewater Collection tools for flushing well		\$99.29
AIRGAS LLC -CENTRAL - Total For Sewer Wastewater Collection			\$99.29
AIRGAS LLC -CENTRAL	Streets	Gloves/Balaclavas	\$535.75
AIRGAS LLC -CENTRAL - Total For Streets			\$535.75
AIRGAS LLC -CENTRAL - ALL DEPARTMENTS			\$635.04

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	POLISH BLADES FOR BALER	\$539.00
AIRGAS USA LLC	Balefill - Baler Processing	Propane for Forklifts	\$88.17
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			\$627.17
AIRGAS USA LLC - ALL DEPARTMENTS			\$627.17

ALBERTSONS #0060

ALBERTSONS #0060	Risk Management	GROCERY STORES, SUPERMARKETS RISKWIN	\$8.99
<i>ALBERTSONS #0060 - Total For Risk Management</i>			\$8.99
ALBERTSONS #0060 - ALL DEPARTMENTS			\$8.99

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	RWS - Booster Stations	ANNUAL FIRE EXTINGUISHER TESTING	\$85.00
<i>ALL OUT FIRE EXTINGU - Total For RWS - Booster Stations</i>			\$85.00
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$85.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$72.25
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$83.73
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			\$155.98

ALSCO	Fleet Maintenance Fund	Laundry Service	\$244.26
ALSCO	Fleet Maintenance Fund	Laundry Service	\$255.46
ALSCO	Fleet Maintenance Fund	Laundry Service	\$202.74
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$702.46</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$85.10
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$85.10</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$51.28
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$51.28</i>
ALSCO	Streets	Professional Laundry Services	\$162.07
ALSCO	Streets	Professional Laundry Services	\$162.07
ALSCO	Streets	Professional Laundry Services	\$162.07
ALSCO	Streets	Professional Laundry Services	\$162.07
<i>ALSCO - Total For Streets</i>			<i>\$648.28</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$176.79
<i>ALSCO - Total For WWTP Operations</i>			<i>\$176.79</i>
ALSCO - ALL DEPARTMENTS			\$1,819.89

AMAZON MARK

AMAZON MARK	City Attorney	Headset for Wallace (Earbuds)	\$56.99
<i>AMAZON MARK - Total For City Attorney</i>			<i>\$56.99</i>
AMAZON MARK	Metro Animal Control	MISCELLANEOUS AND RETAIL STORES, APO P	\$270.75
<i>AMAZON MARK - Total For Metro Animal Control</i>			<i>\$270.75</i>
AMAZON MARK	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES, one t	\$15.98
AMAZON MARK	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES, happy	\$37.81
<i>AMAZON MARK - Total For Metro Animal Shelter</i>			<i>\$53.79</i>
AMAZON MARK	Police Administration	Cord Retrable	\$21.96
<i>AMAZON MARK - Total For Police Administration</i>			<i>\$21.96</i>
AMAZON MARK	Rec Center - Operations	Rags, extendable duster, window cleaning to	\$179.19
<i>AMAZON MARK - Total For Rec Center - Operations</i>			<i>\$179.19</i>
AMAZON MARK	Regional Water Operations	Batteries	\$15.98
AMAZON MARK	Regional Water Operations	Walking pad	\$106.98
AMAZON MARK	Regional Water Operations	Office supplies	\$153.82
AMAZON MARK	Regional Water Operations	Walking pad return	(\$106.98)
AMAZON MARK	Regional Water Operations	Office supplies	\$65.06
<i>AMAZON MARK - Total For Regional Water Operations</i>			<i>\$234.86</i>

AMAZON MARK	Water Distribution	DISCHARGE HOSES, SOCKETS	\$196.55
AMAZON MARK	Water Distribution	IMPACT SOCKET SET	\$75.99
<i>AMAZON MARK - Total For Water Distribution</i>			<i>\$272.54</i>
AMAZON MARK - ALL DEPARTMENTS			\$1,090.08

AMAZON MKTPL

AMAZON MKTPL	Balefill - Disposal & Landfill	WEATHER STATION FOR THE EQUIPMENT B	\$950.00
AMAZON MKTPL	Balefill - Disposal & Landfill	SAFETY TRAINING CERT BALEFILL LEAD	\$46.82
AMAZON MKTPL	Balefill - Disposal & Landfill	POLE MOUNTS FOR WEATHER STATION EQU	\$80.00
<i>AMAZON MKTPL - Total For Balefill - Disposal & Landfill</i>			<i>\$1,076.82</i>
AMAZON MKTPL	Basketball	YBBT Equipment- #2	\$71.48
AMAZON MKTPL	Basketball	YBBT Basketball Equipment- Men's Game Bal	\$56.99
<i>AMAZON MKTPL - Total For Basketball</i>			<i>\$128.47</i>
AMAZON MKTPL	Buildings & Structures Fund	BAS Shop Supplies - Amazon.com	\$25.94
<i>AMAZON MKTPL - Total For Buildings & Structures Fund</i>			<i>\$25.94</i>
AMAZON MKTPL	Fire-EMS Operations	Hazmat Elite Batteries	\$434.90
AMAZON MKTPL	Fire-EMS Operations	Batteries for Raman Gas Monitor	\$41.99
<i>AMAZON MKTPL - Total For Fire-EMS Operations</i>			<i>\$476.89</i>
AMAZON MKTPL	Fort Caspar	BOOK SHELF	\$34.99
<i>AMAZON MKTPL - Total For Fort Caspar</i>			<i>\$34.99</i>
AMAZON MKTPL	Health Insurance Fund	1095 Envelopes	\$54.94
<i>AMAZON MKTPL - Total For Health Insurance Fund</i>			<i>\$54.94</i>
AMAZON MKTPL	Ice Arena - Operations	Advertising Signage for Lobby Tables for Pro	\$25.49
<i>AMAZON MKTPL - Total For Ice Arena - Operations</i>			<i>\$25.49</i>
AMAZON MKTPL	Parks - Special Areas	Safety Supplies Nitrile Gloves Med.	\$121.95
<i>AMAZON MKTPL - Total For Parks - Special Areas</i>			<i>\$121.95</i>
AMAZON MKTPL	Parks - Urban Forestry	BOOK STORES	\$186.95
<i>AMAZON MKTPL - Total For Parks - Urban Forestry</i>			<i>\$186.95</i>
AMAZON MKTPL	Public Engagement	Office Supplies	\$9.49
AMAZON MKTPL	Public Engagement	Office Supplies	\$136.88
AMAZON MKTPL	Public Engagement	Office Supplies	\$56.97
AMAZON MKTPL	Public Engagement	Office Supplies	\$35.98
<i>AMAZON MKTPL - Total For Public Engagement</i>			<i>\$239.32</i>
AMAZON MKTPL	Rec Center - Classes	Kid step stools	\$73.96
<i>AMAZON MKTPL - Total For Rec Center - Classes</i>			<i>\$73.96</i>

AMAZON MKTPL	Rec Center - Operations	Tablecloths	\$17.99
AMAZON MKTPL - Total For Rec Center - Operations			\$17.99
AMAZON MKTPL	Regional Water Operations	Turb cleaning wipes	\$84.00
AMAZON MKTPL - Total For Regional Water Operations			\$84.00
AMAZON MKTPL	Sewer Wastewater Collection	25' grade rod	\$145.00
AMAZON MKTPL - Total For Sewer Wastewater Collection			\$145.00
AMAZON MKTPL - ALL DEPARTMENTS			\$2,692.71

AMAZON MKTPLACE PMTS

AMAZON MKTPLACE PMTS	Public Engagement	Returned item- Office Supply	(\$6.40)
AMAZON MKTPLACE PMTS - Total For Public Engagement			(\$6.40)
AMAZON MKTPLACE PMTS - ALL DEPARTMENTS			(\$6.40)

AMAZON RETA

AMAZON RETA	Cemetery	Seasonal safety supplies	\$47.04
AMAZON RETA - Total For Cemetery			\$47.04
AMAZON RETA	City Manager	Greeting Cards	\$22.60
AMAZON RETA - Total For City Manager			\$22.60
AMAZON RETA	Parks - Special Areas	Safety Supplies Nitrile Lg.	\$103.39
AMAZON RETA	Parks - Special Areas	Seasonal safety supplies	\$50.62
AMAZON RETA - Total For Parks - Special Areas			\$154.01
AMAZON RETA	Rec Center - Operations	Whiteboard and command strips	\$35.51
AMAZON RETA - Total For Rec Center - Operations			\$35.51
AMAZON RETA	Regional Water Operations	Batteries	\$13.73
AMAZON RETA - Total For Regional Water Operations			\$13.73
AMAZON RETA - ALL DEPARTMENTS			\$272.89

AMUNDSEN ASSOCIATES

AMUNDSEN ASSOCIATES	Capital - Six Cent	New Metro Animal Facility Cons	\$9,545.00
AMUNDSEN ASSOCIATES	Capital - Six Cent	New Metro Animal Facility Cons	\$31,681.60
AMUNDSEN ASSOCIATES - Total For Capital - Six Cent			\$41,226.60
AMUNDSEN ASSOCIATES - ALL DEPARTMENTS			\$41,226.60

AT & T CORP

AT & T CORP	Balefill - Disposal & Landfill	Landfill Sims Cards for Eq GPS Acct #287325	\$429.28
<i>AT & T CORP - Total For Balefill - Disposal & Landfill</i>			\$429.28
AT & T CORP	Community Development	Acct #287306924077	\$192.16
AT & T CORP	Community Development	Acct #287298906028	\$523.97
AT & T CORP	Community Development	Acct #287306924077	\$192.16
<i>AT & T CORP - Total For Community Development</i>			\$908.29
AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00
<i>AT & T CORP - Total For Metro Animal Control</i>			\$450.00
AT & T CORP	Parks - Parks Maint.	Acct #287306924077	\$480.40
AT & T CORP	Parks - Parks Maint.	Acct #287306924077	\$480.40
<i>AT & T CORP - Total For Parks - Parks Maint.</i>			\$960.80
AT & T CORP	Police Administration	Acct #287279602134	\$8,724.80
<i>AT & T CORP - Total For Police Administration</i>			\$8,724.80
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$131.62
<i>AT & T CORP - Total For Public Safety Communications</i>			\$131.62
AT & T CORP	Regional Water Operations	Acct #287311040412	\$40.54
<i>AT & T CORP - Total For Regional Water Operations</i>			\$40.54
AT & T CORP	Sewer Wastewater Collection	Acct #287306924077	\$96.08
AT & T CORP	Sewer Wastewater Collection	Acct #287360127299 on call phone and data	\$31.16
AT & T CORP	Sewer Wastewater Collection	Acct #287306924077	\$96.08
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			\$223.32
AT & T CORP	Streets	Acct #287306924077	\$768.64
AT & T CORP	Streets	Acct #287306924077	\$768.64
<i>AT & T CORP - Total For Streets</i>			\$1,537.28
AT & T CORP	Water Distribution	Acct #287306924077	\$240.20
AT & T CORP	Water Distribution	Acct #287306924077	\$240.20
AT & T CORP	Water Distribution	Acct #287290345044	\$680.80
<i>AT & T CORP - Total For Water Distribution</i>			\$1,161.20
AT & T CORP	Water Meters	Acct #287290345044	\$305.86
<i>AT & T CORP - Total For Water Meters</i>			\$305.86
AT & T CORP - ALL DEPARTMENTS			\$14,872.99

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Capital - One Cent 17	Spare flashing crosswalk set up	\$9,997.00
<i>ATLANTIC ELECTRIC, I - Total For Capital - One Cent 17</i>			<i>\$9,997.00</i>
ATLANTIC ELECTRIC, I	Traffic Control	Luminaire Services FY25-FY26	\$16,575.27
ATLANTIC ELECTRIC, I	Traffic Control	Electrical Repair / Service	\$82.50
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			<i>\$16,657.77</i>
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$26,654.77

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Office Supplies	\$4.90
<i>ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund</i>			<i>\$4.90</i>
ATLAS OFFICE PRODUCT	City Attorney	Office Supplies	\$83.37
ATLAS OFFICE PRODUCT	City Attorney	Office Supplies	\$9.63
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$93.00</i>
ATLAS OFFICE PRODUCT	Community Development	Office Supplies	\$27.20
<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			<i>\$27.20</i>
ATLAS OFFICE PRODUCT	Customer Service	Office Supplies	\$73.25
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$73.25</i>
ATLAS OFFICE PRODUCT	Fire-EMS Operations	Office Supplies	\$91.92
ATLAS OFFICE PRODUCT	Fire-EMS Operations	Office Supplies	\$567.28
ATLAS OFFICE PRODUCT	Fire-EMS Operations	Office Supplies	\$120.81
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations</i>			<i>\$780.01</i>
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	Office Supplies	\$46.40
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$46.40</i>
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$48.75
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$48.75</i>
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Laundry Detergent	\$113.01
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office Supplies	\$624.50
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Latex Gloves	\$17.38
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			<i>\$754.89</i>
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$31.57
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$14.23
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$45.80</i>
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$12.04
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$97.44
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$39.86

ATLAS OFFICE PRODUCT	Police Administration	Office Furniture	\$475.06
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$110.10
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$18.79
ATLAS OFFICE PRODUCT	Police Administration	Office Furniture	\$555.00
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$39.41
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$14.38
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$145.96
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$34.41
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$15.90
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$123.10
ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$39.41
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$1,720.86</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Garbage Bags	\$27.29
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$27.29</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,622.35

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Balefill - Disposal & Landfill	Sharp BP-50C31	\$4,350.00
<i>ATLAS REPRODUCTION - Total For Balefill - Disposal & Landfill</i>			<i>\$4,350.00</i>
ATLAS REPRODUCTION	Cemetery	Copier / Printer Usage	\$53.98
ATLAS REPRODUCTION	Cemetery	OF Printing Service - burial/removal permit b	\$1,110.00
<i>ATLAS REPRODUCTION - Total For Cemetery</i>			<i>\$1,163.98</i>
ATLAS REPRODUCTION	City Attorney	Copier / Printer Usage	\$82.21
<i>ATLAS REPRODUCTION - Total For City Attorney</i>			<i>\$82.21</i>
ATLAS REPRODUCTION	Fleet Maintenance Fund	Copier / Printer Usage	\$20.23
<i>ATLAS REPRODUCTION - Total For Fleet Maintenance Fund</i>			<i>\$20.23</i>
ATLAS REPRODUCTION	Golf - Operations	Copier / Printer Usage	\$19.09
<i>ATLAS REPRODUCTION - Total For Golf - Operations</i>			<i>\$19.09</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$5,635.51

AUTOZONE #1293

AUTOZONE #1293	Fire-EMS Prevent & Inspect	Windshield washer fluid and jumper cable fo	\$39.98
<i>AUTOZONE #1293 - Total For Fire-EMS Prevent & Inspect</i>			<i>\$39.98</i>

AUTOZONE #1293 - ALL DEPARTMENTS

\$39.98

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	consumables for baler tear down	\$30.36
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			\$30.36
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies - Baileys Ace	\$11.99
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$11.99
BAILEYS ACE HDWE	Field Maintenance	Baille's Ace - Velcro for Hoses	\$65.98
<i>BAILEYS ACE HDWE - Total For Field Maintenance</i>			\$65.98
BAILEYS ACE HDWE	Sewer Wastewater Collection	plumbing fittings	\$7.99
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			\$7.99

BAILEYS ACE HDWE - ALL DEPARTMENTS

\$116.32

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Fire-EMS Operations	Station Supplies	\$67.62
<i>BARGREEN ELLINGSON - Total For Fire-EMS Operations</i>			\$67.62
BARGREEN ELLINGSON	Public Transit - Operations	Bathroom Tissue / Paper Towels	\$235.07
<i>BARGREEN ELLINGSON - Total For Public Transit - Operations</i>			\$235.07

BARGREEN ELLINGSON - ALL DEPARTMENTS

\$302.69

BARNUM INC

BARNUM INC	River Riparian & Upland Area	NPRR Izaak Walton Reach - CMAR	\$23,240.09
<i>BARNUM INC - Total For River Riparian & Upland Areas</i>			\$23,240.09

BARNUM INC - ALL DEPARTMENTS

\$23,240.09

BIG D #27

BIG D #27	City Manager	WAM Winter Conference	\$53.45
<i>BIG D #27 - Total For City Manager</i>			\$53.45

BIG D #27 - ALL DEPARTMENTS

\$53.45

BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	Install Foam Fill Tires for Loader UNIT #1415	\$220.50
---------------	--------------------------------	---	----------

BIG HORN TIRE	Balefill - Disposal & Landfill	Alignment TRK#2287 LDF ROLLOFF 2018	\$193.95
<i>BIG HORN TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$414.45</i>
BIG HORN TIRE	Refuse - Recycling	Flat Repair TRK#2309 RECYCLE FL 2023	\$42.75
<i>BIG HORN TIRE - Total For Refuse - Recycling</i>			<i>\$42.75</i>
BIG HORN TIRE - ALL DEPARTMENTS			\$457.20

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$66.32
BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$935.70
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			<i>\$1,002.02</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$246.66
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$246.66</i>
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$107.03
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			<i>\$107.03</i>
BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	\$1,422.43
<i>BLACK HILLS ENERGY - Total For City Hall</i>			<i>\$1,422.43</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$3,204.55
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$3,204.55</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$68.20
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$265.07
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$333.27</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$533.17
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$533.17</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$113.01
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$113.01</i>
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	\$4,549.00
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$4,549.00</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$11,511.14

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane FOR EQUIPT BLDG AT LDF	\$551.76
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane FOR EQUIPT BLDG AT LDF	\$253.35
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$805.11</i>

BLAKEMAN PROPANE - ALL DEPARTMENTS	\$805.11
---	-----------------

BLOEDORN LUMBER-CASP

BLOEDORN LUMBER-CASP	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$36.87
----------------------	-----------------------------	------------------------------	---------

<i>BLOEDORN LUMBER-CASP - Total For Buildings & Structures Fund</i>	<i>\$36.87</i>
---	----------------

BLOEDORN LUMBER-CASP - ALL DEPARTMENTS	\$36.87
---	----------------

BOBCAT OF CASPER

BOBCAT OF CASPER	Fleet Maintenance Fund	111121 Equipment Repair	\$1,360.89
------------------	------------------------	-------------------------	------------

<i>BOBCAT OF CASPER - Total For Fleet Maintenance Fund</i>	<i>\$1,360.89</i>
--	-------------------

BOBCAT OF CASPER	Water Distribution	Tamper / Jack Hammers / Freight Charges	\$4,850.00
------------------	--------------------	---	------------

<i>BOBCAT OF CASPER - Total For Water Distribution</i>	<i>\$4,850.00</i>
--	-------------------

BOBCAT OF CASPER - ALL DEPARTMENTS	\$6,210.89
---	-------------------

BUSSEY INVESTMENTS

BUSSEY INVESTMENTS	Water Revenue and Transfer	Double Payment Refund	\$566.93
--------------------	----------------------------	-----------------------	----------

<i>BUSSEY INVESTMENTS - Total For Water Revenue and Transfers</i>	<i>\$566.93</i>
---	-----------------

BUSSEY INVESTMENTS - ALL DEPARTMENTS	\$566.93
---	-----------------

BWY FBINAA NATL OFFI

BWY FBINAA NATL OFFI	Police Administration	Dues	\$130.00
----------------------	-----------------------	------	----------

<i>BWY FBINAA NATL OFFI - Total For Police Administration</i>	<i>\$130.00</i>
---	-----------------

BWY FBINAA NATL OFFI - ALL DEPARTMENTS	\$130.00
---	-----------------

C AND C SUPPLY LLC

C AND C SUPPLY LLC	Water Meters	BOLTS, WASHER, NUTS, METER INSTALLS	\$468.18
--------------------	--------------	-------------------------------------	----------

<i>C AND C SUPPLY LLC - Total For Water Meters</i>	<i>\$468.18</i>
--	-----------------

C AND C SUPPLY LLC - ALL DEPARTMENTS	\$468.18
---	-----------------

CANVA I04790-697391

CANVA I04790-697391	Police Administration	Annual report booklets	\$231.70
---------------------	-----------------------	------------------------	----------

CANVA I04790-697391 - Total For Police Administration	\$231.70
CANVA I04790-697391 - ALL DEPARTMENTS	\$231.70

CANVA I04811-500513

CANVA I04811-500513	Human Resources	Volunteer Recognition Ceremony	\$172.50
CANVA I04811-500513 - Total For Human Resources			\$172.50
CANVA I04811-500513 - ALL DEPARTMENTS			\$172.50

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Aquatics - Operations	Copier / Printer Usage	\$33.05
CAPITAL BUSINESS SYS - Total For Aquatics - Operations			\$33.05
CAPITAL BUSINESS SYS	Balefill - Baler Processing	Copier/Print Usage & Cartridges Solid Waste	\$112.08
CAPITAL BUSINESS SYS - Total For Balefill - Baler Processing			\$112.08
CAPITAL BUSINESS SYS	Balefill - Disposal & Landfill	Copier/Print Usage & Cartridges Solid Waste	\$1,369.83
CAPITAL BUSINESS SYS - Total For Balefill - Disposal & Landfill			\$1,369.83
CAPITAL BUSINESS SYS	Balefill - Diversion & Special	Copier/Print Usage & Cartridges Solid Waste	\$201.44
CAPITAL BUSINESS SYS - Total For Balefill - Diversion & Special			\$201.44
CAPITAL BUSINESS SYS	City Attorney	Copier / Printer Usage	\$75.56
CAPITAL BUSINESS SYS - Total For City Attorney			\$75.56
CAPITAL BUSINESS SYS	Customer Service	Copier / Printer Usage	\$298.69
CAPITAL BUSINESS SYS - Total For Customer Service			\$298.69
CAPITAL BUSINESS SYS	Engineering	Copier / Printer Usage	\$397.33
CAPITAL BUSINESS SYS - Total For Engineering			\$397.33
CAPITAL BUSINESS SYS	Finance	Copier / Printer Usage	\$314.54
CAPITAL BUSINESS SYS - Total For Finance			\$314.54
CAPITAL BUSINESS SYS	Fire-EMS Administration	Copier / Printer Usage	\$22.27
CAPITAL BUSINESS SYS	Fire-EMS Administration	Copier / Printer Usage	\$72.60
CAPITAL BUSINESS SYS - Total For Fire-EMS Administration			\$94.87
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier / Printer Usage	\$170.51
CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund			\$170.51
CAPITAL BUSINESS SYS	Golf - Operations	Copier / Printer Usage	\$414.83
CAPITAL BUSINESS SYS - Total For Golf - Operations			\$414.83
CAPITAL BUSINESS SYS	Hogadon - Operations	Copier / Printer Usage	\$38.14
CAPITAL BUSINESS SYS - Total For Hogadon - Operations			\$38.14

CAPITAL BUSINESS SYS	Ice Arena - Operations	Copier / Printer Usage	\$195.76
<i>CAPITAL BUSINESS SYS - Total For Ice Arena - Operations</i>			<i>\$195.76</i>
CAPITAL BUSINESS SYS	Public Engagement	Copier / Printer Usage	\$49.66
<i>CAPITAL BUSINESS SYS - Total For Public Engagement</i>			<i>\$49.66</i>
CAPITAL BUSINESS SYS	Public Transit - Operations	Copier / Printer Usage	\$60.97
<i>CAPITAL BUSINESS SYS - Total For Public Transit - Operations</i>			<i>\$60.97</i>
CAPITAL BUSINESS SYS	Rec Center - Operations	Copier / Printer Usage	\$78.30
<i>CAPITAL BUSINESS SYS - Total For Rec Center - Operations</i>			<i>\$78.30</i>
CAPITAL BUSINESS SYS	Refuse - Commercial	Copier/Print Usage & Cartridges Solid Waste	\$850.08
<i>CAPITAL BUSINESS SYS - Total For Refuse - Commercial</i>			<i>\$850.08</i>
CAPITAL BUSINESS SYS	Regional Water Operations	Copier / Printer Usage	\$9.76
<i>CAPITAL BUSINESS SYS - Total For Regional Water Operations</i>			<i>\$9.76</i>
CAPITAL BUSINESS SYS	Sport & Athletics Admin	Copier / Printer Usage	\$16.01
<i>CAPITAL BUSINESS SYS - Total For Sport & Athletics Admin</i>			<i>\$16.01</i>
CAPITAL BUSINESS SYS	Water Administration	Copier / Printer Usage	\$24.83
<i>CAPITAL BUSINESS SYS - Total For Water Administration</i>			<i>\$24.83</i>
CAPITAL BUSINESS SYS	Water Distribution	Copier / Printer Usage	\$7.31
<i>CAPITAL BUSINESS SYS - Total For Water Distribution</i>			<i>\$7.31</i>
CAPITAL BUSINESS SYS	WWTP Operations	Copier / Printer Usage	\$24.83
<i>CAPITAL BUSINESS SYS - Total For WWTP Operations</i>			<i>\$24.83</i>
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$4,838.38

CASPER AUTOMOTIVE RE

CASPER AUTOMOTIVE RE	Balefill - Baler Processing	POLISH DISC FOR BALER	\$83.98
<i>CASPER AUTOMOTIVE RE - Total For Balefill - Baler Processing</i>			<i>\$83.98</i>
CASPER AUTOMOTIVE RE - ALL DEPARTMENTS			\$83.98

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	WWTP Operations	Sam H. Hobbs WWTP MCC Replacem	\$154,281.90
<i>CASPER ELECTRIC, INC - Total For WWTP Operations</i>			<i>\$154,281.90</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$154,281.90

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Direct Distrib - Soc Com Svcs	Tax Revenues (City) - February 2026	\$50,000.00
<i>CASPER NATRONA COUNT - Total For Direct Distrib - Soc Com Svcs</i>			<i>\$50,000.00</i>
CASPER NATRONA COUNT	Ice Arena - Operations	Natrona County Health Dept Inspection	\$60.00
<i>CASPER NATRONA COUNT - Total For Ice Arena - Operations</i>			<i>\$60.00</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$50,060.00

CASPER RECREATIONAL

CASPER RECREATIONAL	Softball	CRLA Contract for Professional	\$315.00
<i>CASPER RECREATIONAL - Total For Softball</i>			<i>\$315.00</i>
CASPER RECREATIONAL	Volleyball	CRLA Contract for Professional	\$345.00
<i>CASPER RECREATIONAL - Total For Volleyball</i>			<i>\$345.00</i>
CASPER RECREATIONAL - ALL DEPARTMENTS			\$660.00

CASPER TIRE

CASPER TIRE	Balefill - Disposal & Landfill	Flat Repair TRK#2287 roll off 2018	\$90.00
CASPER TIRE	Balefill - Disposal & Landfill	Flat Repair TRK#2257 LDF ROLLOFF 2010	\$45.00
<i>CASPER TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$135.00</i>
CASPER TIRE	Fleet Maintenance Fund	230093 Tire	\$250.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$250.00</i>
CASPER TIRE	Refuse - Commercial	Flat Repair TRK#2324 COMM ROLLOFF 2025	\$135.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$135.00</i>
CASPER TIRE	Refuse - Residential	Flat Repair TRK#2284 RES SL 2016	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$45.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$565.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Balefill - Baler Processing	Return of water heater for Miller House - Wi	(\$2,162.17)
CASPER WINNELSON CO	Balefill - Baler Processing	Water heater replacement supplies for Mille	\$2,596.05
<i>CASPER WINNELSON CO - Total For Balefill - Baler Processing</i>			<i>\$433.88</i>
CASPER WINNELSON CO	Buildings & Structures Fund	BAS Shop Supplies - Winnelson	\$15.95
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 1 -	\$4.08
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Ft. Caspar - Win	\$60.08
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$80.11</i>

CASPER WINNELSON CO - ALL DEPARTMENTS	\$513.99
---------------------------------------	----------

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Water Distribution	AIRPORT PARKING 02/17/2026-20/19/2026	\$21.00
----------------------	--------------------	---------------------------------------	---------

CASPER/NATRONA COUNT - Total For Water Distribution			\$21.00
---	--	--	---------

CASPER/NATRONA COUNT - ALL DEPARTMENTS	\$21.00
--	---------

CBT NUGGETS LLC

CBT NUGGETS LLC	Information Services	Training materials	\$599.00
-----------------	----------------------	--------------------	----------

CBT NUGGETS LLC - Total For Information Services			\$599.00
--	--	--	----------

CBT NUGGETS LLC - ALL DEPARTMENTS	\$599.00
-----------------------------------	----------

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - February 2026	\$12,336.00
----------------------	----------------------------	---	-------------

CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers			\$12,336.00
--	--	--	-------------

CENTRAL WY. REGIONAL - ALL DEPARTMENTS	\$12,336.00
--	-------------

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #333813691	\$35.11
-------------	-----------------------	-----------------	---------

CENTURYLINK - Total For Aquatics - Operations			\$35.11
---	--	--	---------

CENTURYLINK	Balefill - Disposal & Landfill	Acct #333813691	\$112.91
-------------	--------------------------------	-----------------	----------

CENTURYLINK	Balefill - Disposal & Landfill	Gas System Analogue Line Acct #333973107	\$101.16
-------------	--------------------------------	--	----------

CENTURYLINK - Total For Balefill - Disposal & Landfill			\$214.07
--	--	--	----------

CENTURYLINK	Buildings & Structures Fund	Acct #333813691	\$21.24
-------------	-----------------------------	-----------------	---------

CENTURYLINK	Buildings & Structures Fund	Acct #333807678	\$61.82
-------------	-----------------------------	-----------------	---------

CENTURYLINK - Total For Buildings & Structures Fund			\$83.06
---	--	--	---------

CENTURYLINK	Cemetery	Acct #333813691	\$21.24
-------------	----------	-----------------	---------

CENTURYLINK - Total For Cemetery			\$21.24
----------------------------------	--	--	---------

CENTURYLINK	City Attorney	Acct #333813691	\$77.60
-------------	---------------	-----------------	---------

CENTURYLINK - Total For City Attorney			\$77.60
---------------------------------------	--	--	---------

CENTURYLINK	City Council	Acct #333813691	\$21.24
-------------	--------------	-----------------	---------

CENTURYLINK - Total For City Council			\$21.24
--------------------------------------	--	--	---------

CENTURYLINK	City Hall	Acct #333813691	\$14.09
-------------	-----------	-----------------	---------

<i>CENTURYLINK - Total For City Hall</i>			\$14.09
CENTURYLINK	City Manager	Acct #333813691	\$49.42
<i>CENTURYLINK - Total For City Manager</i>			\$49.42
CENTURYLINK	Community Development	Acct #333813691	\$169.28
<i>CENTURYLINK - Total For Community Development</i>			\$169.28
CENTURYLINK	Customer Service	Acct #333813691	\$49.42
<i>CENTURYLINK - Total For Customer Service</i>			\$49.42
CENTURYLINK	Engineering	Acct #333813691	\$98.84
<i>CENTURYLINK - Total For Engineering</i>			\$98.84
CENTURYLINK	Finance	Acct #333813691	\$112.93
<i>CENTURYLINK - Total For Finance</i>			\$112.93
CENTURYLINK	Fire-EMS Administration	Acct #333897801	(\$588.15)
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$156.51
CENTURYLINK	Fire-EMS Administration	Acct #334064970	\$75.04
CENTURYLINK	Fire-EMS Administration	Acct #333813691	\$141.11
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			(\$215.49)
CENTURYLINK	Fleet Maintenance Fund	Acct #333813691	\$91.69
CENTURYLINK	Fleet Maintenance Fund	Acct #334050822	\$74.54
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$166.23
CENTURYLINK	Fort Caspar	Acct #333813691	\$21.24
<i>CENTURYLINK - Total For Fort Caspar</i>			\$21.24
CENTURYLINK	Golf - Operations	Acct #333813691	\$21.25
<i>CENTURYLINK - Total For Golf - Operations</i>			\$21.25
CENTURYLINK	Hogadon - Operations	Acct #333813691	\$70.45
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$70.45
CENTURYLINK	Human Resources	Acct #333813691	\$35.33
<i>CENTURYLINK - Total For Human Resources</i>			\$35.33
CENTURYLINK	Ice Arena - Operations	Acct #333813691	\$28.18
CENTURYLINK	Ice Arena - Operations	Acct #333729462	\$65.71
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$93.89
CENTURYLINK	Information Services	Acct #333813691	\$112.93
<i>CENTURYLINK - Total For Information Services</i>			\$112.93
CENTURYLINK	Metro Animal Shelter	Acct #333813691	\$21.24
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$21.24
CENTURYLINK	Municipal Court	Acct #333813691	\$77.60
CENTURYLINK	Municipal Court	Acct #333892947	\$54.05

<i>CENTURYLINK - Total For Municipal Court</i>			\$131.65
CENTURYLINK	Parks - Parks Maint.	Acct #333813691	\$77.60
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$77.60
CENTURYLINK	Police Administration	Acct #333813691	\$437.18
CENTURYLINK	Police Administration	Acct #333469030	\$477.13
<i>CENTURYLINK - Total For Police Administration</i>			\$914.31
CENTURYLINK	Public Safety Communication	Acct #333813691	\$14.09
CENTURYLINK	Public Safety Communication	Acct #333888281	\$138.67
CENTURYLINK	Public Safety Communication	Acct #333561175	\$273.17
CENTURYLINK	Public Safety Communication	Acct #333721668	\$7,397.84
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$7,823.77
CENTURYLINK	Rec Center - Operations	Acct #333813691	\$56.36
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$56.36
CENTURYLINK	Regional Water Operations	Acct #333813691	\$28.18
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$28.18
CENTURYLINK	Risk Management	Acct #333813691	\$21.24
<i>CENTURYLINK - Total For Risk Management</i>			\$21.24
CENTURYLINK	Sewer Wastewater Collection	Acct #333813691	\$14.09
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$14.09
CENTURYLINK	Streets	Acct #333813691	\$49.42
<i>CENTURYLINK - Total For Streets</i>			\$49.42
CENTURYLINK	Water Administration	Acct #333813691	\$28.18
<i>CENTURYLINK - Total For Water Administration</i>			\$28.18
CENTURYLINK	Water Distribution	Acct #333813691	\$21.24
<i>CENTURYLINK - Total For Water Distribution</i>			\$21.24
CENTURYLINK	Water Meters	Acct #333813691	\$42.04
<i>CENTURYLINK - Total For Water Meters</i>			\$42.04
CENTURYLINK	WWTP Operations	Acct #333813691	\$42.26
<i>CENTURYLINK - Total For WWTP Operations</i>			\$42.26
CENTURYLINK - ALL DEPARTMENTS			\$10,523.71

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$16,654.35
CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$7,790.15
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			\$24,444.50

CH2MHILL, INC. - ALL DEPARTMENTS	\$24,444.50
----------------------------------	-------------

CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Attorney Fees / Services	\$3,651.48
CHAPMAN VALDEZ & LAN	City Manager	Attorney Fees / Services	\$2,255.00
CHAPMAN VALDEZ & LAN - Total For City Manager			\$5,906.48
CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS			\$5,906.48

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable for clubhouse	\$142.87
CHARTER COMMUNICATIO - Total For Golf - Operations			\$142.87
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$142.87

CHEYENNE LITTLE AMER

CHEYENNE LITTLE AMER	City Council	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER	City Council	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER	City Council	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER	City Council	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER - Total For City Council			\$1,256.56
CHEYENNE LITTLE AMER	City Manager	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER	City Manager	WAM Winter Conference	\$314.14
CHEYENNE LITTLE AMER - Total For City Manager			\$628.28
CHEYENNE LITTLE AMER - ALL DEPARTMENTS			\$1,884.84

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Return of Bond Funds for J. Beals	\$710.00
CITIZEN PAYMENT	General Fund Revenue	Reservation for Washington Park Band Shell	\$95.00
CITIZEN PAYMENT	General Fund Revenue	Return of Bond Funds for C. Cowan	\$135.00
CITIZEN PAYMENT	General Fund Revenue	Reservation for Washington Park Band Shell	\$100.00
CITIZEN PAYMENT - Total For General Fund Revenue			\$1,040.00
CITIZEN PAYMENT - ALL DEPARTMENTS			\$1,040.00

CITY OF CASPER

CITY OF CASPER	Ford Wyoming Center	Pickup Landfill - Balefill Ticket #227279	\$20.00
<i>CITY OF CASPER - Total For Ford Wyoming Center</i>			<i>\$20.00</i>
CITY OF CASPER	Hogadon - Operations	Public Garbage	\$30.80
CITY OF CASPER	Hogadon - Operations	Public Garbage	\$32.56
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$63.36</i>
CITY OF CASPER	Public Transit - Operations	Interdepartmental Charges	\$5,885.46
CITY OF CASPER	Public Transit - Operations	Insurance Reimbursement	\$5,885.46
CITY OF CASPER	Public Transit - Operations	Fuel Charge / Workorder Charge - January 2	\$17,494.76
CITY OF CASPER	Public Transit - Operations	Water & Sewer Charges	\$63.39
CITY OF CASPER	Public Transit - Operations	Water / Sewer / Refuse / Recycling Charges	\$136.81
CITY OF CASPER	Public Transit - Operations	Fuel Charge / Workorder Charge - January 2	\$7,707.25
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$37,173.13</i>
CITY OF CASPER	Rec Center - Operations	Pickup Landfill - Balefill Ticket #225884	\$20.00
<i>CITY OF CASPER - Total For Rec Center - Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$11,315.04
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$8,923.20
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	\$10,162.88
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$9,181.92
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	\$8,723.20
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$8,426.88
CITY OF CASPER	Refuse - Residential	Commercial Garbage Baler	\$1,044.56
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	\$9,725.76
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$9,230.32
CITY OF CASPER	Refuse - Residential	Residential / Monthly Pass Revenue Feb. 202	\$30,840.00
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$9,620.16
CITY OF CASPER	Refuse - Residential	Garbage Baler	\$11,042.24
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$128,236.16</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS - February 2026	\$791,741.48
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$791,741.48</i>
CITY OF CASPER	Sewer Wastewater Collection	Pickup Landfill - Balefill Ticket #225120	\$20.00
<i>CITY OF CASPER - Total For Sewer Wastewater Collection</i>			<i>\$20.00</i>
CITY OF CASPER - ALL DEPARTMENTS			\$957,274.13

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	N Platte River Ped Bridge - De	\$55,766.25
CIVIL ENGINEERING PR	Capital Projects Fund	North Casper Athletic Complex	\$3,812.50
CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$715.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$60,293.75</i>
CIVIL ENGINEERING PR	River Restoration	First Street Gateway Pathway -	\$737.50
<i>CIVIL ENGINEERING PR - Total For River Restoration</i>			<i>\$737.50</i>
CIVIL ENGINEERING PR	Sewer Wastewater Collection	Stormwater Utility Implementation Plan Upd	\$10,597.50
<i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i>			<i>\$10,597.50</i>
CIVIL ENGINEERING PR	Water Distribution	FY26 Priority Water Main Impro	\$14,548.50
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$14,548.50</i>
CIVIL ENGINEERING PR	Water Tanks	Casper Tank Replacement 2025 P	\$19,337.50
<i>CIVIL ENGINEERING PR - Total For Water Tanks</i>			<i>\$19,337.50</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$105,514.75

CLEAN CLUB 307

CLEAN CLUB 307	Buildings & Structures Fund	Cleaning / Janitorial Service - February	\$14,754.85
<i>CLEAN CLUB 307 - Total For Buildings & Structures Fund</i>			<i>\$14,754.85</i>
CLEAN CLUB 307 - ALL DEPARTMENTS			\$14,754.85

CMI TECO, INC.

CMI TECO, INC.	Capital - One Cent 17	Tandem Axle Truck w/ Dump Body, Plow & S	\$273,235.00
<i>CMI TECO, INC. - Total For Capital - One Cent 17</i>			<i>\$273,235.00</i>
CMI TECO, INC.	Refuse - Commercial	Equipment Repair TRK#2305 COM ROLLOFF	\$3,490.05
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,490.05</i>
CMI TECO, INC.	Refuse - Recycling	Equipment Repair TRK#2336 RECYCLE FL 202	\$2,147.08
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$2,147.08</i>
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2317 RES RL 2024	\$7,212.98
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2284 RES SL 2016	\$17,461.81
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2334 RES SL 2025	\$63.07
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2234 RES SL 2025	\$2,387.42
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2312 RES SL 2023	\$457.13
CMI TECO, INC.	Refuse - Residential	Equipment Repair TRK#2284 RES SL 2016	\$228.24

<i>CMI TECO, INC. - Total For Refuse - Residential</i>	<i>\$27,810.65</i>
CMI TECO, INC. - ALL DEPARTMENTS	\$306,682.78

COLLECTION CENTER IN

COLLECTION CENTER IN	Community Development	Collection Service	\$110.49
<i>COLLECTION CENTER IN - Total For Community Development</i>			<i>\$110.49</i>
COLLECTION CENTER IN	Refuse - Residential	Collection Service	\$114.85
COLLECTION CENTER IN	Refuse - Residential	Collection Service	\$10.72
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$125.57</i>
COLLECTION CENTER IN	Sewer Administration	Collection Service	\$87.29
COLLECTION CENTER IN	Sewer Administration	Collection Service	\$8.14
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$95.43</i>
COLLECTION CENTER IN	Water Administration	Collection Service	\$24.00
COLLECTION CENTER IN	Water Administration	Collection Service	\$257.27
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$281.27</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$612.76

COLO ADVANCED LIFE S

COLO ADVANCED LIFE S	Fire-EMS Training	1 BLS Card	\$8.00
COLO ADVANCED LIFE S	Fire-EMS Training	BLS card	\$8.00
<i>COLO ADVANCED LIFE S - Total For Fire-EMS Training</i>			<i>\$16.00</i>
COLO ADVANCED LIFE S - ALL DEPARTMENTS			\$16.00

COLUMN SOFTWARE PBC

COLUMN SOFTWARE PBC	Balefill - Disposal & Landfill	Ad For Bid - 2026 SWF Portable Litter Fence	\$666.82
<i>COLUMN SOFTWARE PBC - Total For Balefill - Disposal & Landfill</i>			<i>\$666.82</i>
COLUMN SOFTWARE PBC	Capital - One Cent 17	NFP - Wolf Creek PH. II	\$159.76
<i>COLUMN SOFTWARE PBC - Total For Capital - One Cent 17</i>			<i>\$159.76</i>
COLUMN SOFTWARE PBC	Capital Projects Fund	RFP - Washington Park Phase 3	\$446.22
<i>COLUMN SOFTWARE PBC - Total For Capital Projects Fund</i>			<i>\$446.22</i>
COLUMN SOFTWARE PBC	Finance	Purchase Card RFP Advertisement	\$93.77
<i>COLUMN SOFTWARE PBC - Total For Finance</i>			<i>\$93.77</i>
COLUMN SOFTWARE PBC	Metro Animal Shelter	Advertisement	\$41.79

<i>COLUMN SOFTWARE PBC - Total For Metro Animal Shelter</i>			\$41.79
COLUMN SOFTWARE PBC	Metropolitan Planning Org	2026-2029 Casper MPO TIP Amendment	\$210.77
<i>COLUMN SOFTWARE PBC - Total For Metropolitan Planning Org</i>			\$210.77
COLUMN SOFTWARE PBC - ALL DEPARTMENTS			\$1,619.13

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Installation of RadioUNIT#141547 LOADER L	\$582.30
<i>COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill</i>			\$582.30
COMMUNICATION TECHNO	Capital - One Cent 17	Police vehicle equipment	\$32,272.00
<i>COMMUNICATION TECHNO - Total For Capital - One Cent 17</i>			\$32,272.00
COMMUNICATION TECHNO	Capital Projects Fund	Police vehicle equipment	\$16,136.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$16,136.00
COMMUNICATION TECHNO	Fire-EMS Operations	Headset / Shipping Cost	\$240.25
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			\$240.25
COMMUNICATION TECHNO	Fleet Maintenance Fund	70119 Install of Radio & Antenna / Wire to lg	\$572.73
<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			\$572.73
COMMUNICATION TECHNO	Police Administration	Replace / Test DVR and Camera	\$120.00
COMMUNICATION TECHNO	Police Administration	Remove / Replace Radio & Antenna	\$325.94
COMMUNICATION TECHNO	Police Administration	Radio Repair / Shipping Charges	\$923.41
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$1,369.35
COMMUNICATION TECHNO	Refuse - Commercial	Installation of Radio TRK#2340 COM FL 2026	\$400.00
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			\$400.00
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$51,572.63

COMMUNITY EDUCATION

COMMUNITY EDUCATION	Police Administration	Misdemeanant Placement	\$2,960.00
<i>COMMUNITY EDUCATION - Total For Police Administration</i>			\$2,960.00
COMMUNITY EDUCATION - ALL DEPARTMENTS			\$2,960.00

COMPRESSION LEASING

COMPRESSION LEASING	Fleet Maintenance Fund	Compressor Repair / Service	\$133.00
<i>COMPRESSION LEASING - Total For Fleet Maintenance Fund</i>			\$133.00

COMPRESSION LEASING - ALL DEPARTMENTS	\$133.00
--	-----------------

CONNIE NORWOOD

CONNIE NORWOOD	Risk Management	CCPD Meeting - Sign Language Interpreter	\$175.00
----------------	-----------------	--	----------

<i>CONNIE NORWOOD - Total For Risk Management</i>			<i>\$175.00</i>
---	--	--	-----------------

CONNIE NORWOOD - ALL DEPARTMENTS	\$175.00
---	-----------------

CONOCO - CF ALTITUDE

CONOCO - CF ALTITUDE	Fire-EMS Operations	Fuel	\$32.00
----------------------	---------------------	------	---------

CONOCO - CF ALTITUDE	Fire-EMS Operations	Fuel	\$84.50
----------------------	---------------------	------	---------

<i>CONOCO - CF ALTITUDE - Total For Fire-EMS Operations</i>			<i>\$116.50</i>
---	--	--	-----------------

CONOCO - CF ALTITUDE - ALL DEPARTMENTS	\$116.50
---	-----------------

Core & Main

Core & Main	Water Distribution	6" Couplings	\$1,804.12
-------------	--------------------	--------------	------------

Core & Main	Water Distribution	AFC Nozzle Top	\$3,635.84
-------------	--------------------	----------------	------------

Core & Main	Water Distribution	6" Couplings	\$1,185.93
-------------	--------------------	--------------	------------

<i>Core & Main - Total For Water Distribution</i>			<i>\$6,625.89</i>
---	--	--	-------------------

Core & Main - ALL DEPARTMENTS	\$6,625.89
--	-------------------

COWBOY SUPLY HOUSE

COWBOY SUPLY HOUSE	Ice Arena - Operations	Custodial Supplies - February 2026 Ice Arena	\$496.32
--------------------	------------------------	--	----------

<i>COWBOY SUPLY HOUSE - Total For Ice Arena - Operations</i>			<i>\$496.32</i>
--	--	--	-----------------

COWBOY SUPLY HOUSE - ALL DEPARTMENTS	\$496.32
---	-----------------

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Paper Towels / Bathroom Tissue	\$138.46
---------------------	-----------------------------	--------------------------------	----------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Facial Tissue	\$47.09
---------------------	-----------------------------	---------------	---------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Latex Gloves	\$76.00
---------------------	-----------------------------	--------------	---------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Arsenal 1 Neutralizer	\$116.20
---------------------	-----------------------------	-----------------------	----------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bowl/Porcelain & Window Cleaners/Spray B	\$55.59
---------------------	-----------------------------	--	---------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Garbage Bags/Super Shine Cleaner/Paper To	\$348.25
---------------------	-----------------------------	---	----------

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bathroom Tissue	\$132.30
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bathroom Tissue	\$66.15
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Vectair Wee-Screen	\$34.82
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bathroom Tissue	\$132.30
<i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i>			<i>\$1,147.16</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$1,147.16

CPU IIT

CPU IIT	City Manager	Small Desktop ES-50 Scanner	\$146.89
<i>CPU IIT - Total For City Manager</i>			<i>\$146.89</i>
CPU IIT - ALL DEPARTMENTS			\$146.89

CREED COMPANIES LLC

CREED COMPANIES LLC	Balefill - Disposal & Landfill	Crane Repair AT ADMIN BLDG	\$827.20
<i>CREED COMPANIES LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$827.20</i>
CREED COMPANIES LLC - ALL DEPARTMENTS			\$827.20

CROSSROADS VETERINAR

CROSSROADS VETERINAR	Metro Animal Shelter	VETERINARY SERVICES, Animal Care	\$220.00
CROSSROADS VETERINAR	Metro Animal Shelter	VETERINARY SERVICES, Spay/Neuter	\$335.00
CROSSROADS VETERINAR	Metro Animal Shelter	VETERINARY SERVICES, Vet services	\$345.00
<i>CROSSROADS VETERINAR - Total For Metro Animal Shelter</i>			<i>\$900.00</i>
CROSSROADS VETERINAR - ALL DEPARTMENTS			\$900.00

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Streets	Concrete	\$225.00
<i>CROWN CONSTRUCTION L - Total For Streets</i>			<i>\$225.00</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$225.00

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Rec Center - Cru	\$9.11
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$9.11</i>

CRUM ELECTRIC SUPPLY	Capital Projects Fund	Electrical items for Baseline	\$147.77
<i>CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund</i>			<i>\$147.77</i>
CRUM ELECTRIC SUPPLY	Field Maintenance	Field Light Bulbs	\$700.00
<i>CRUM ELECTRIC SUPPLY - Total For Field Maintenance</i>			<i>\$700.00</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$856.88

CS CONSULTING

CS CONSULTING	Balefill - Disposal & Landfill	Overhead Crane/Rigging Training Srvc	\$1,000.00
<i>CS CONSULTING - Total For Balefill - Disposal & Landfill</i>			<i>\$1,000.00</i>
CS CONSULTING	Refuse - Residential	Overhead Crane/Rigging Training Srvc	\$1,000.00
<i>CS CONSULTING - Total For Refuse - Residential</i>			<i>\$1,000.00</i>
CS CONSULTING - ALL DEPARTMENTS			\$2,000.00

CSU VET TEACHING HOS

CSU VET TEACHING HOS	Police Administration	Bodhi Dr.	\$3,034.04
<i>CSU VET TEACHING HOS - Total For Police Administration</i>			<i>\$3,034.04</i>
CSU VET TEACHING HOS - ALL DEPARTMENTS			\$3,034.04

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT	Buildings & Structures Fund	Roof Repairs (Landfill) - labor/materials/mile	\$795.00
<i>DAVE LODEN CONSTRUCT - Total For Buildings & Structures Fund</i>			<i>\$795.00</i>
DAVE LODEN CONSTRUCT - ALL DEPARTMENTS			\$795.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Cemetery	IR Irrigation Supplies	\$41.07
<i>DBC IRRIGATION SUPPL - Total For Cemetery</i>			<i>\$41.07</i>
DBC IRRIGATION SUPPL	Parks - Urban Forestry	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$29.57
<i>DBC IRRIGATION SUPPL - Total For Parks - Urban Forestry</i>			<i>\$29.57</i>
DBC IRRIGATION SUPPL	Weed & Pest Fund	Tee PVC and Buching for repair at Sage Park	\$26.57
<i>DBC IRRIGATION SUPPL - Total For Weed & Pest Fund</i>			<i>\$26.57</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$97.21

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	202600102/ 101385 Auto Glass Repair	\$800.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	90981 Auto Glass Repair / Service	\$149.99

<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$949.99</i>
--	--	--	-----------------

DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$949.99
---	--	--	-----------------

DELL MARKETING LP

DELL MARKETING LP	Information Services	VLA Entrprs Teams AC w/Dial Out US/CA Sub	\$110,686.56
-------------------	----------------------	---	--------------

<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$110,686.56</i>
---	--	--	---------------------

DELL MARKETING LP	Public Engagement	Adobe Premier Subscription	\$292.75
-------------------	-------------------	----------------------------	----------

DELL MARKETING LP	Public Engagement	Adobe Pro License for Public Engagement	\$107.78
-------------------	-------------------	---	----------

<i>DELL MARKETING LP - Total For Public Engagement</i>			<i>\$400.53</i>
--	--	--	-----------------

DELL MARKETING LP - ALL DEPARTMENTS			\$111,087.09
--	--	--	---------------------

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Field Maintenance	Pesticide Recertification	\$26.00
----------------------	-------------------	---------------------------	---------

<i>DEPT. OF FAMILY SVCS - Total For Field Maintenance</i>			<i>\$26.00</i>
---	--	--	----------------

DEPT. OF FAMILY SVCS	Fire-EMS Training	Gutierrez CDL Test	\$87.04
----------------------	-------------------	--------------------	---------

<i>DEPT. OF FAMILY SVCS - Total For Fire-EMS Training</i>			<i>\$87.04</i>
---	--	--	----------------

DEPT. OF FAMILY SVCS	Parks - Special Areas	Applicators Test (Emmalise)	\$26.00
----------------------	-----------------------	-----------------------------	---------

<i>DEPT. OF FAMILY SVCS - Total For Parks - Special Areas</i>			<i>\$26.00</i>
---	--	--	----------------

DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$139.04
---	--	--	-----------------

DHL EXPRESS USA, INC

DHL EXPRESS USA, INC	Capital - One Cent 17	Repair supplies for City Center HVAC Replace	\$117.80
----------------------	-----------------------	--	----------

<i>DHL EXPRESS USA, INC - Total For Capital - One Cent 17</i>			<i>\$117.80</i>
---	--	--	-----------------

DHL EXPRESS USA, INC - ALL DEPARTMENTS			\$117.80
---	--	--	-----------------

DIAMOND MANUFACTURIN

DIAMOND MANUFACTURIN	Public Transit - Operations	Fare Box / Locks / Bracket / Keys / Freight Ch	\$3,810.75
----------------------	-----------------------------	--	------------

<i>DIAMOND MANUFACTURIN - Total For Public Transit - Operations</i>			<i>\$3,810.75</i>
---	--	--	-------------------

DIAMOND MANUFACTURIN - ALL DEPARTMENTS	\$3,810.75
--	------------

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Metro Animal Shelter	Door Access Control for doors at Metro	\$17,263.00
DYNAMIC CONTROLS INC - Total For Metro Animal Shelter			\$17,263.00
DYNAMIC CONTROLS INC	Police Administration	Doors Access Control and Cameras for PD Ra	\$17,337.00
DYNAMIC CONTROLS INC - Total For Police Administration			\$17,337.00
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$34,600.00

E & F TOWING TRANSPO

E & F TOWING TRANSPO	Balefill - Baler Processing	Remove Bailer Ram CYCLINDER	\$1,000.00
E & F TOWING TRANSPO - Total For Balefill - Baler Processing			\$1,000.00
E & F TOWING TRANSPO	Police Investigations	Towing Service	\$60.00
E & F TOWING TRANSPO - Total For Police Investigations			\$60.00
E & F TOWING TRANSPO - ALL DEPARTMENTS			\$1,060.00

EATON SALES & SVC.,

EATON SALES & SVC.,	Fleet Maintenance Fund	Replace Motor Oil Interstitial Sensor - labor/	\$2,384.87
EATON SALES & SVC., - Total For Fleet Maintenance Fund			\$2,384.87
EATON SALES & SVC., - ALL DEPARTMENTS			\$2,384.87

eBay O 17-14223-8697

eBay O 17-14223-8697	Fleet Maintenance Fund	REFUND, PARTIAL JD WINDOW PANE	(\$121.00)
eBay O 17-14223-8697 - Total For Fleet Maintenance Fund			(\$121.00)
eBay O 17-14223-8697 - ALL DEPARTMENTS			(\$121.00)

ECO-COMPTEUR INC

ECO-COMPTEUR INC	Metropolitan Planning Org	8 Pyro-Box Evo Medium Range / Shipping	\$39,580.00
ECO-COMPTEUR INC - Total For Metropolitan Planning Org			\$39,580.00
ECO-COMPTEUR INC - ALL DEPARTMENTS			\$39,580.00

ED THOMPSON

ED THOMPSON	Capital Projects Fund	Miscellaneous Item	\$7,500.00
ED THOMPSON	Capital Projects Fund	Miscellaneous Item	\$10,000.00
<i>ED THOMPSON - Total For Capital Projects Fund</i>			<i>\$17,500.00</i>
ED THOMPSON - ALL DEPARTMENTS			\$17,500.00

EDGEAUDITOR INC

EDGEAUDITOR INC	Hogadon - Operations	Annual Subscription - Incident Report	\$565.00
<i>EDGEAUDITOR INC - Total For Hogadon - Operations</i>			<i>\$565.00</i>
EDGEAUDITOR INC - ALL DEPARTMENTS			\$565.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment Reimbursement	\$110.19
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$110.19</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work Clothing Reimbursement	\$374.88
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$374.88</i>
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work Boot & Clothing Reimbursement	\$293.38
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Class B Comm. Drivers License/CDL Test Rei	\$133.12
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$426.50</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work Boot & Clothing Reimbursement	\$350.63
EMPLOYEE REIMBURSEME	Water Distribution	Work Clothing Reimbursement	\$95.30
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$445.93</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,357.50

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Hogadon - Operations	Bacteria, Public Water Supply Testing	\$63.00
<i>ENERGY LABRATORIES I - Total For Hogadon - Operations</i>			<i>\$63.00</i>
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	\$390.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$390.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$494.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$608.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,102.00</i>

ENERGY LABRATORIES I - ALL DEPARTMENTS	\$1,555.00
---	-------------------

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital - One Cent 17	City Hall Chiller Replacement	\$3,875.00
----------------------	-----------------------	-------------------------------	------------

<i>ENGINEERING DESIGN A - Total For Capital - One Cent 17</i>			<i>\$3,875.00</i>
---	--	--	-------------------

ENGINEERING DESIGN A	Capital Projects Fund	Izaak Walton Campground Utilit	\$12,250.00
----------------------	-----------------------	--------------------------------	-------------

<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$12,250.00</i>
---	--	--	--------------------

ENGINEERING DESIGN A - ALL DEPARTMENTS	\$16,125.00
---	--------------------

ENTABENI SYSTEMS INC

ENTABENI SYSTEMS INC	Hogadon - Operations	February 2026 Sales - 2%	\$894.00
----------------------	----------------------	--------------------------	----------

<i>ENTABENI SYSTEMS INC - Total For Hogadon - Operations</i>			<i>\$894.00</i>
--	--	--	-----------------

ENTABENI SYSTEMS INC - ALL DEPARTMENTS	\$894.00
---	-----------------

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Monthly Bromate & Shipping Cost	\$175.00
----------------------	---------------------------	---------------------------------	----------

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

EUROFINS EATON ANALY - ALL DEPARTMENTS	\$175.00
---	-----------------

EVERWASH 215-618-880

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$26.96
----------------------	---------------------	-----------------------	---------

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$26.96
----------------------	---------------------	-----------------------	---------

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$26.96
----------------------	---------------------	-----------------------	---------

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$26.96
----------------------	---------------------	-----------------------	---------

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$26.96
----------------------	---------------------	-----------------------	---------

<i>EVERWASH 215-618-880 - Total For Fire-EMS Operations</i>			<i>\$134.80</i>
---	--	--	-----------------

EVERWASH 215-618-880 - ALL DEPARTMENTS	\$134.80
---	-----------------

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Information Services	Temp Services	\$85.33
----------------------	----------------------	---------------	---------

EXPRESS SERVICES INC	Information Services	Temp Services	\$234.02
----------------------	----------------------	---------------	----------

<i>EXPRESS SERVICES INC - Total For Information Services</i>			<i>\$319.35</i>
--	--	--	-----------------

EXPRESS SERVICES INC	Public Transit - Operations	Temp Services	\$904.50
EXPRESS SERVICES INC	Public Transit - Operations	Temp Services	\$1,133.71
<i>EXPRESS SERVICES INC - Total For Public Transit - Operations</i>			<i>\$2,038.21</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$2,357.56

EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$69.17
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$63.00
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$72.14
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$5.40
<i>EXXON GOOD TO GO STO - Total For Fire-EMS Operations</i>			<i>\$209.71</i>
EXXON GOOD TO GO STO - ALL DEPARTMENTS			\$209.71

FACEBK KA8CLEME92

FACEBK KA8CLEME92	Rec Center - Classes	Facebook advertising	\$8.00
<i>FACEBK KA8CLEME92 - Total For Rec Center - Classes</i>			<i>\$8.00</i>
FACEBK KA8CLEME92 - ALL DEPARTMENTS			\$8.00

FACEBK PW5GQFDYW2

FACEBK PW5GQFDYW2	Sport & Athletics Admin	CCL Advertising #7	\$1.64
<i>FACEBK PW5GQFDYW2 - Total For Sport & Athletics Admin</i>			<i>\$1.64</i>
FACEBK PW5GQFDYW2 - ALL DEPARTMENTS			\$1.64

FACEBK RGP6BHF92

FACEBK RGP6BHF92	Rec Center - Classes	Facebook advertising	\$5.00
<i>FACEBK RGP6BHF92 - Total For Rec Center - Classes</i>			<i>\$5.00</i>
FACEBK RGP6BHF92 - ALL DEPARTMENTS			\$5.00

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Balefill - Disposal & Landfill	DRONE POSTER PHOTOS FOR LANDFILL PLA	\$162.39
FEDEX OFFIC942000094	Balefill - Disposal & Landfill	SHIPPING FOR LEACHET PUMP FOR REBUILD	\$544.76
<i>FEDEX OFFIC942000094 - Total For Balefill - Disposal & Landfill</i>			<i>\$707.15</i>

FEDEX OFFIC942000094 - ALL DEPARTMENTS

\$707.15

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena - Ferg	\$15.66
<i>FERGUSON ENTERPRISES - Total For Buildings & Structures Fund</i>			\$15.66
FERGUSON ENTERPRISES	Water Distribution	2' ELECTRIC PUMP	\$1,285.80
FERGUSON ENTERPRISES	Water Distribution	6" MJ Shoe (5-1/4)	\$1,450.00
FERGUSON ENTERPRISES	Water Distribution	Gas Saw / 15 In Chain	\$3,130.00
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$5,865.80
FERGUSON ENTERPRISES	Water Meters	5/8X3/4 T10 ECDR USG PIT 5 ITRON QC	\$26,160.00
<i>FERGUSON ENTERPRISES - Total For Water Meters</i>			\$26,160.00
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$32,041.46

FIREPENNY

FIREPENNY	Fire-EMS Operations	5" Storz Caps	\$593.69
<i>FIREPENNY - Total For Fire-EMS Operations</i>			\$593.69
FIREPENNY - ALL DEPARTMENTS			\$593.69

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment Fees - 01/16/26 to 02/15/26	\$692.32
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			\$692.32
FIRST INTERSTATE BAN	Capital - Six Cent	Investment Fees - 01/16/26 to 02/15/26	\$869.38
<i>FIRST INTERSTATE BAN - Total For Capital - Six Cent</i>			\$869.38
FIRST INTERSTATE BAN	Debt Service	Investment Fees - 01/16/26 to 02/15/26	\$462.32
<i>FIRST INTERSTATE BAN - Total For Debt Service</i>			\$462.32
FIRST INTERSTATE BAN	Direct Distribution	Investment Fees - 01/16/26 to 02/15/26	\$909.83
<i>FIRST INTERSTATE BAN - Total For Direct Distribution</i>			\$909.83
FIRST INTERSTATE BAN	General Fund Revenue	Investment Fees - 01/16/26 to 02/15/26	\$10,201.39
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$10,201.39
FIRST INTERSTATE BAN	Health Insurance Fund	Investment Fees - 01/16/26 to 02/15/26	\$246.27
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$246.27
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment Fees - 01/16/26 to 02/15/26	\$32.36
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$32.36

FIRST INTERSTATE BAN	Perpetual Care Operations	Investment Fees - 01/16/26 to 02/15/26	\$2,969.98
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			<i>\$2,969.98</i>
FIRST INTERSTATE BAN	Refuse - Residential	Investment Fees - 01/16/26 to 02/15/26	\$736.73
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			<i>\$736.73</i>
FIRST INTERSTATE BAN	Revolving Land Fund	Investment Fees - 01/16/26 to 02/15/26	\$135.94
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			<i>\$135.94</i>
FIRST INTERSTATE BAN	Sewer Administration	Investment Fees - 01/16/26 to 02/15/26	\$1,016.22
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			<i>\$1,016.22</i>
FIRST INTERSTATE BAN	Water Administration	Investment Fees - 01/16/26 to 02/15/26	\$3,001.46
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			<i>\$3,001.46</i>
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment Fees - 01/16/26 to 02/15/26	\$99.93
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			<i>\$99.93</i>
FIRST INTERSTATE BAN	WWTP Operations	Investment Fees - 01/16/26 to 02/15/26	\$1,389.57
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			<i>\$1,389.57</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$22,763.70

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary Supplies	\$1,894.44
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			<i>\$1,894.44</i>
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$1,894.44

FISH WINDOW CLEANING

FISH WINDOW CLEANING	Balefill - Baler Processing	CLEANING WINDOWS AT CUSTOMER LOUNG	\$150.00
<i>FISH WINDOW CLEANING - Total For Balefill - Baler Processing</i>			<i>\$150.00</i>
FISH WINDOW CLEANING	Balefill - Disposal & Landfill	CLEANING SCALEHOUSE WINDOWS	\$210.00
<i>FISH WINDOW CLEANING - Total For Balefill - Disposal & Landfill</i>			<i>\$210.00</i>
FISH WINDOW CLEANING	Balefill - Diversion & Special	CLEANING WINDOWS AT SPECIAL WASTE AD	\$142.00
<i>FISH WINDOW CLEANING - Total For Balefill - Diversion & Special</i>			<i>\$142.00</i>
FISH WINDOW CLEANING - ALL DEPARTMENTS			\$502.00

FIVE GUYS WY

FIVE GUYS WY	General Fund Revenue	Personal Purchase on City P-Card	\$19.69
<i>FIVE GUYS WY - Total For General Fund Revenue</i>			<i>\$19.69</i>

FIVE GUYS WY - ALL DEPARTMENTS	\$19.69
---------------------------------------	----------------

FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - Operations	TripMaster Base / Licenses / Fleet Fee / Etc	\$2,805.38
-------------------	-----------------------------	--	------------

<i>FOXSTER OPCO, LLC - Total For Public Transit - Operations</i>			<i>\$2,805.38</i>
--	--	--	-------------------

FOXSTER OPCO, LLC - ALL DEPARTMENTS	\$2,805.38
--	-------------------

FRANKLIN PLANNER

FRANKLIN PLANNER	Sewer Wastewater Collection daily planner		\$64.94
------------------	---	--	---------

<i>FRANKLIN PLANNER - Total For Sewer Wastewater Collection</i>			<i>\$64.94</i>
---	--	--	----------------

FRANKLIN PLANNER - ALL DEPARTMENTS	\$64.94
---	----------------

FSP CGFOA

FSP CGFOA	Customer Service	CGFOA-SCHOOLS AND EDUCATIONAL SERVIC	\$75.00
-----------	------------------	--------------------------------------	---------

<i>FSP CGFOA - Total For Customer Service</i>			<i>\$75.00</i>
---	--	--	----------------

FSP CGFOA - ALL DEPARTMENTS	\$75.00
------------------------------------	----------------

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Traffic Control	Delineators for Amoco and East End Rd.	\$2,989.14
----------------------	-----------------	--	------------

GEOTEC INDUSTRIAL SU	Traffic Control	Events Center area delineator posts	\$2,973.36
----------------------	-----------------	-------------------------------------	------------

<i>GEOTEC INDUSTRIAL SU - Total For Traffic Control</i>			<i>\$5,962.50</i>
---	--	--	-------------------

GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS	\$5,962.50
---	-------------------

GLOBAL PAYMENTS INC

GLOBAL PAYMENTS INC	Aquatics - Operations	ActiveNet Annual Subscription 10/21/25 to 1	\$4,371.60
---------------------	-----------------------	---	------------

<i>GLOBAL PAYMENTS INC - Total For Aquatics - Operations</i>			<i>\$4,371.60</i>
--	--	--	-------------------

GLOBAL PAYMENTS INC	Aquatics- Marion Kreiner Op	ActiveNet Annual Subscription 10/21/25 to 1	\$109.26
---------------------	-----------------------------	---	----------

<i>GLOBAL PAYMENTS INC - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$109.26</i>
---	--	--	-----------------

GLOBAL PAYMENTS INC	Aquatics- Mike Sedar Oper.	ActiveNet Annual Subscription 10/21/25 to 1	\$2,918.17
---------------------	----------------------------	---	------------

<i>GLOBAL PAYMENTS INC - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$2,918.17</i>
---	--	--	-------------------

GLOBAL PAYMENTS INC	Aquatics- Paradise Valley Op	ActiveNet Annual Subscription 10/21/25 to 1	\$772.32
---------------------	------------------------------	---	----------

<i>GLOBAL PAYMENTS INC - Total For Aquatics- Paradise Valley Oper</i>			<i>\$772.32</i>
---	--	--	-----------------

GLOBAL PAYMENTS INC	Aquatics- Washington Oper	ActiveNet Annual Subscription 10/21/25 to 1	\$661.13
<i>GLOBAL PAYMENTS INC - Total For Aquatics- Washington Oper</i>			<i>\$661.13</i>
GLOBAL PAYMENTS INC	Ice Arena - Operations	ActiveNet Annual Subscription 10/21/25 to 1	\$6,535.75
<i>GLOBAL PAYMENTS INC - Total For Ice Arena - Operations</i>			<i>\$6,535.75</i>
GLOBAL PAYMENTS INC	Parks - Parks Maint.	ActiveNet Annual Subscription 10/21/25 to 1	\$553.30
<i>GLOBAL PAYMENTS INC - Total For Parks - Parks Maint.</i>			<i>\$553.30</i>
GLOBAL PAYMENTS INC	Rec Center - Operations	ActiveNet Annual Subscription 10/21/25 to 1	\$6,746.64
<i>GLOBAL PAYMENTS INC - Total For Rec Center - Operations</i>			<i>\$6,746.64</i>
GLOBAL PAYMENTS INC	Sport & Athletics Admin	ActiveNet Annual Subscription 10/21/25 to 1	\$5,331.83
<i>GLOBAL PAYMENTS INC - Total For Sport & Athletics Admin</i>			<i>\$5,331.83</i>
GLOBAL PAYMENTS INC - ALL DEPARTMENTS			\$28,000.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	March 2026 Net Loss Funds	\$75,833.33
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$75,833.33</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$75,833.33

Golden Egg of Cheyen

Golden Egg of Cheyen	City Council	WAM Winter Conference/Meet with Cheyen	\$107.10
<i>Golden Egg of Cheyen - Total For City Council</i>			<i>\$107.10</i>
Golden Egg of Cheyen - ALL DEPARTMENTS			\$107.10

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Equipment Training	\$95.00
<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			<i>\$95.00</i>
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Return of repair supplies - Grainger	(\$210.74)
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>(\$210.74)</i>
GRAINGER, INC.	Parks - Urban Forestry	safety fence	\$125.04
<i>GRAINGER, INC. - Total For Parks - Urban Forestry</i>			<i>\$125.04</i>
GRAINGER, INC.	Regional Water Operations	Lamp Off/On Rockerswitch	\$2.64

<i>GRAINGER, INC. - Total For Regional Water Operations</i>			\$2.64
GRAINGER, INC.	Water Distribution	GLOVES	\$129.12
<i>GRAINGER, INC. - Total For Water Distribution</i>			\$129.12
GRAINGER, INC.	Water Tanks	GAUGES AND VALVE FOR SUN2	\$545.38
<i>GRAINGER, INC. - Total For Water Tanks</i>			\$545.38
GRAINGER, INC.	WWTP Operations	Filters	\$132.00
<i>GRAINGER, INC. - Total For WWTP Operations</i>			\$132.00
GRAINGER, INC. - ALL DEPARTMENTS			\$723.44

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital - One Cent 17	Police Vehicle 101402 (Trade In 101286)	\$44,703.00
GREINER MOTOR CO - C	Capital - One Cent 17	Police Unit 101390 Ford Ranger (trade-in 10	\$36,109.00
GREINER MOTOR CO - C	Capital - One Cent 17	Police Vehicle 101397 (No Trade)	\$49,203.00
<i>GREINER MOTOR CO - C - Total For Capital - One Cent 17</i>			\$130,015.00
GREINER MOTOR CO - C	Capital Projects Fund	Police Vehicle 101395 (Trade In 101221)	\$46,703.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			\$46,703.00
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$176,718.00

GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Capital Projects Fund	Washington Park Phase 2 Tennis	\$136,442.28
GRIZZLY EXCAVATING &	Capital Projects Fund	Retainage - Contract #92500213	\$7,181.17
<i>GRIZZLY EXCAVATING & - Total For Capital Projects Fund</i>			\$143,623.45
GRIZZLY EXCAVATING & - ALL DEPARTMENTS			\$143,623.45

GSG ARCHITECTURE

GSG ARCHITECTURE	Balefill - Disposal & Landfill	Scale House Renovations Design	\$903.00
<i>GSG ARCHITECTURE - Total For Balefill - Disposal & Landfill</i>			\$903.00
GSG ARCHITECTURE	Capital Projects Fund	Marion Kriener Pool Improvemen	\$5,823.50
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			\$5,823.50
GSG ARCHITECTURE - ALL DEPARTMENTS			\$6,726.50

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Ammonia Monochloramine/Chlorine Solutio	\$467.91
-----------------	---------------------------	---	----------

HACH CO., CORP.	Regional Water Operations	Ammonia Monochloramine	\$42.25
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$510.16</i>
HACH CO., CORP.	Water Tanks	Chlorine Testing Supplies / Freight Charges	\$728.20
<i>HACH CO., CORP. - Total For Water Tanks</i>			<i>\$728.20</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,238.36

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$99.99
HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$63.97
<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$163.96</i>
HARBOR FREIGHT TOOLS	Cemetery	Safety Supplies, Seasonals	\$89.70
<i>HARBOR FREIGHT TOOLS - Total For Cemetery</i>			<i>\$89.70</i>
HARBOR FREIGHT TOOLS	Field Maintenance	Mobility Carrier for Mower Hitch	\$179.99
<i>HARBOR FREIGHT TOOLS - Total For Field Maintenance</i>			<i>\$179.99</i>
HARBOR FREIGHT TOOLS	Regional Water Operations	For the chopsaw and grinder	\$30.97
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$30.97</i>
HARBOR FREIGHT TOOLS	Water Distribution	TOOLS	\$103.96
HARBOR FREIGHT TOOLS	Water Distribution	BROOM FOR 260, WRENCH HOLDER FOR 27	\$29.98
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$133.94</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$598.56

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 1 - C	\$35.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	BAS Shop Supplies - CY Ace	\$4.99
HARDWARE PARTNERS LL	Buildings & Structures Fund	Custodial supplies for City Hall - CY Ace	\$15.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	Custodial Supplies for City Hall and BAS Shop	\$25.98
<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			<i>\$82.93</i>
HARDWARE PARTNERS LL	Parks - Urban Forestry	marking paint	\$12.58
<i>HARDWARE PARTNERS LL - Total For Parks - Urban Forestry</i>			<i>\$12.58</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$95.51

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Balefill - Disposal & Landfill	Comprehensive assessment of th	\$2,242.50
----------------------	--------------------------------	--------------------------------	------------

<i>HDR ENGINEERING, INC - Total For Balefill - Disposal & Landfill</i>			\$2,242.50
HDR ENGINEERING, INC	WWTP Operations	WWTP Facilities Master Plan an	\$33,292.49
HDR ENGINEERING, INC	WWTP Operations	WWTP Facilities Master Plan an	\$32,668.02
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			\$65,960.51
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$68,203.01

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Capital - One Cent 17	110MBH 96% UP/HOR.2STG VARISPD	\$1,444.63
<i>HERCULES INDUSTRIES - Total For Capital - One Cent 17</i>			\$1,444.63
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$1,444.63

HERCULES INDUSTRIES-

HERCULES INDUSTRIES-	Capital - One Cent 17	Replacement Furnace for BAS Shop - Hercule	\$1,444.63
<i>HERCULES INDUSTRIES- - Total For Capital - One Cent 17</i>			\$1,444.63
HERCULES INDUSTRIES- - ALL DEPARTMENTS			\$1,444.63

HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - Operations	DRY CLEANERS	\$23.53
<i>HILLTOP LAUNDROMAT - Total For Public Transit - Operations</i>			\$23.53
HILLTOP LAUNDROMAT - ALL DEPARTMENTS			\$23.53

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Field Maintenance	Picture Frames for Office Safety items	\$20.97
<i>HOBBY-LOBBY #0233 - Total For Field Maintenance</i>			\$20.97
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$20.97

HOMAX OIL SALES INC

HOMAX OIL SALES INC	Water Distribution	GREASE #600 #2	\$80.10
<i>HOMAX OIL SALES INC - Total For Water Distribution</i>			\$80.10
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$80.10

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	407 GAL Blue DEF	\$789.58
HOMAX OIL SALES, INC	Fleet Maintenance Fund	8792 gal Unleaded Fuel	\$19,508.22
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$20,297.80</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$3,118.08
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$3,118.08</i>
HOMAX OIL SALES, INC	Water Meters	Fuel	\$942.32
<i>HOMAX OIL SALES, INC - Total For Water Meters</i>			<i>\$942.32</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$24,358.20

HOMEDEPOT.COM

HOMEDEPOT.COM	Police Investigations	Key lock box Miller &* Glarow	\$93.27
<i>HOMEDEPOT.COM - Total For Police Investigations</i>			<i>\$93.27</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$93.27

HOSE & RUBBER

HOSE & RUBBER	Field Maintenance	Hose Repair	\$14.38
<i>HOSE & RUBBER - Total For Field Maintenance</i>			<i>\$14.38</i>
HOSE & RUBBER	RWS - Booster Stations	METRO BOOSTER HYD CMP	\$49.42
HOSE & RUBBER	RWS - Booster Stations	METRO	\$247.98
<i>HOSE & RUBBER - Total For RWS - Booster Stations</i>			<i>\$297.40</i>
HOSE & RUBBER	Sewer Wastewater Collection	PDS fittings	\$12.48
<i>HOSE & RUBBER - Total For Sewer Wastewater Collection</i>			<i>\$12.48</i>
HOSE & RUBBER	Water Tanks	SUN 2 PIPE	\$5.03
<i>HOSE & RUBBER - Total For Water Tanks</i>			<i>\$5.03</i>
HOSE & RUBBER - ALL DEPARTMENTS			\$329.29

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Streets	Repair Kit	\$25.69
<i>HOWARD SUPPLY COMPAN - Total For Streets</i>			<i>\$25.69</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$25.69

HQ SOUTHERN BBQ LLC

HQ SOUTHERN BBQ LLC	Balefill - Baler Processing	WORKING LUNCH W/ BALER CONSULTANT	\$70.87
<i>HQ SOUTHERN BBQ LLC - Total For Balefill - Baler Processing</i>			<i>\$70.87</i>
HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS			\$70.87

HYDRO PRODUCTS

HYDRO PRODUCTS	Sewer Wastewater Collection Pathogen Defense System cleaning collar		\$1,800.00
<i>HYDRO PRODUCTS - Total For Sewer Wastewater Collection</i>			<i>\$1,800.00</i>
HYDRO PRODUCTS - ALL DEPARTMENTS			\$1,800.00

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Refuse - Residential	Construction Materials / Testing Services	\$3,024.60
<i>INBERG-MILLER ENGINE - Total For Refuse - Residential</i>			<i>\$3,024.60</i>
INBERG-MILLER ENGINE	Water Distribution	Street Construction & Compaction Testing	\$240.40
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$240.40</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$3,265.00

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital - One Cent 17	Contract Withholding: 92600228	\$43,172.47
<i>INSTALLATION & SVC. - Total For Capital - One Cent 17</i>			<i>\$43,172.47</i>
INSTALLATION & SVC.	Capital Projects Fund	Contract Withholding: 92600228	\$2,487.50
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			<i>\$2,487.50</i>
INSTALLATION & SVC.	Water Revenue and Transfer	Contract Withholding: 92600228	\$39,832.94
<i>INSTALLATION & SVC. - Total For Water Revenue and Transfers</i>			<i>\$39,832.94</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$85,492.91

INTEGRITY AUTO BODY

INTEGRITY AUTO BODY	Fleet Maintenance Fund	Vehicle Auto Body Repair - Claim #20260009	\$824.27
<i>INTEGRITY AUTO BODY - Total For Fleet Maintenance Fund</i>			<i>\$824.27</i>
INTEGRITY AUTO BODY - ALL DEPARTMENTS			\$824.27

INTERNATIONAL SOCIET

INTERNATIONAL SOCIET	Parks - Urban Forestry	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$50.00
<i>INTERNATIONAL SOCIET - Total For Parks - Urban Forestry</i>			<i>\$50.00</i>
INTERNATIONAL SOCIET - ALL DEPARTMENTS			\$50.00

INTUIT, INC.

INTUIT, INC.	Fire-EMS Operations	Garage Door Repair at Station 3	\$739.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$739.00</i>
INTUIT, INC.	Fleet Maintenance Fund	Wheels for Cannon	\$963.43
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$963.43</i>
INTUIT, INC.	Refuse - Residential	REPLACED DAMAGED GUTTER	\$262.50
<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$262.50</i>
INTUIT, INC. - ALL DEPARTMENTS			\$1,964.93

ISKREM

ISKREM	Police Administration	CPD Fall Roundup/Winter Roundup Family X-	\$498.77
<i>ISKREM - Total For Police Administration</i>			<i>\$498.77</i>
ISKREM - ALL DEPARTMENTS			\$498.77

ISSAC LINAMAN

ISSAC LINAMAN	Refuse - Residential	Cleaning truck barn ceiling & windows wash	\$4,750.00
ISSAC LINAMAN	Refuse - Residential	Painting of garage doors at truck barn	\$3,750.00
<i>ISSAC LINAMAN - Total For Refuse - Residential</i>			<i>\$8,500.00</i>
ISSAC LINAMAN - ALL DEPARTMENTS			\$8,500.00

JBS STOP N SHOP

JBS STOP N SHOP	Metro Animal Control	VARIETY STORES, state vet transport	\$25.00
<i>JBS STOP N SHOP - Total For Metro Animal Control</i>			<i>\$25.00</i>
JBS STOP N SHOP - ALL DEPARTMENTS			\$25.00

JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Golf Shop Inventory	\$1,450.62
<i>JC GOLF ACCESSORIES - Total For Golf</i>			<i>\$1,450.62</i>
JC GOLF ACCESSORIES - ALL DEPARTMENTS			\$1,450.62

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Direct Distribution - Fire	Background New Hire	\$1,300.00
<i>JDC INVESTIGATIONS L - Total For Direct Distribution - Fire</i>			<i>\$1,300.00</i>
JDC INVESTIGATIONS L	Fire-EMS Administration	Background New Hire	\$700.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Administration</i>			<i>\$700.00</i>
JDC INVESTIGATIONS L - ALL DEPARTMENTS			\$2,000.00

JIMMY JOHNS -

JIMMY JOHNS -	Balefill - Disposal & Landfill	WORKING LUNCH WITH CITY MANAGER	\$56.52
<i>JIMMY JOHNS - - Total For Balefill - Disposal & Landfill</i>			<i>\$56.52</i>
JIMMY JOHNS -	Balefill - Diversion & Special	WORKING LUNCH WITH CITY MANAGER	\$56.52
<i>JIMMY JOHNS - - Total For Balefill - Diversion & Special</i>			<i>\$56.52</i>
JIMMY JOHNS -	Refuse - Residential	WORKING LUNCH WITH CITY MANAGER	\$56.53
<i>JIMMY JOHNS - - Total For Refuse - Residential</i>			<i>\$56.53</i>
JIMMY JOHNS - - ALL DEPARTMENTS			\$169.57

JUSTICE CLEARINGHOUS

JUSTICE CLEARINGHOUS	Metro Animal Control	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$500.00
<i>JUSTICE CLEARINGHOUS - Total For Metro Animal Control</i>			<i>\$500.00</i>
JUSTICE CLEARINGHOUS - ALL DEPARTMENTS			\$500.00

KELE, INC

KELE, INC	Refuse - Residential	SENSORS FOR THE AIR EXHAUST SYSTEM @	\$4,599.25
<i>KELE, INC - Total For Refuse - Residential</i>			<i>\$4,599.25</i>
KELE, INC - ALL DEPARTMENTS			\$4,599.25

KENNY THORNSBERRY

KENNY THORNSBERRY	Hogadon - Operations	Cleaning / Janitorial Service	\$1,741.00
-------------------	----------------------	-------------------------------	------------

KENNY THORNSBERRY - Total For Hogadon - Operations	\$1,741.00
--	------------

KENNY THORNSBERRY - ALL DEPARTMENTS	\$1,741.00
-------------------------------------	------------

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital - One Cent 17	Bryan-Evansville Rd Imp - Cons	\$17,741.25
-----------------	-----------------------	--------------------------------	-------------

KNIFE RIVER/JTL - Total For Capital - One Cent 17	\$17,741.25
---	-------------

KNIFE RIVER/JTL	Streets	Recycled Concrete w/Base	\$1,304.80
-----------------	---------	--------------------------	------------

KNIFE RIVER/JTL	Streets	Recycled Concrete w/Base	\$4,387.63
-----------------	---------	--------------------------	------------

KNIFE RIVER/JTL	Streets	Recycled Concrete w/Base	\$4,847.81
-----------------	---------	--------------------------	------------

KNIFE RIVER/JTL - Total For Streets	\$10,540.24
-------------------------------------	-------------

KNIFE RIVER/JTL - ALL DEPARTMENTS	\$28,281.49
-----------------------------------	-------------

LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly Rental	\$900.00
---------------------	------------------------	----------------	----------

LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund	\$900.00
--	----------

LAWSON PRODUCTS INC - ALL DEPARTMENTS	\$900.00
---------------------------------------	----------

LETZ'S RADIO SUPPLY

LETZ'S RADIO SUPPLY	Buildings & Structures Fund	Repair supplies for Miller House - Letz's	\$61.92
---------------------	-----------------------------	---	---------

LETZ'S RADIO SUPPLY	Buildings & Structures Fund	Repair supplies for Miller House - Letz's	\$72.25
---------------------	-----------------------------	---	---------

LETZ'S RADIO SUPPLY - Total For Buildings & Structures Fund	\$134.17
---	----------

LETZ'S RADIO SUPPLY - ALL DEPARTMENTS	\$134.17
---------------------------------------	----------

LOAF N JUG 0193

LOAF N JUG 0193	Police Administration	AUTOMATED FUEL DISPENSERS	\$14.00
-----------------	-----------------------	---------------------------	---------

LOAF N JUG 0193 - Total For Police Administration	\$14.00
---	---------

LOAF N JUG 0193 - ALL DEPARTMENTS	\$14.00
-----------------------------------	---------

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Capital - One Cent 17	Remove / Replace Fan Board	\$2,571.07
----------------------	-----------------------	----------------------------	------------

LONG BUILDING TECHNO - Total For Capital - One Cent 17	\$2,571.07
--	------------

LONG BUILDING TECHNO - ALL DEPARTMENTS

\$2,571.07

MALLORY SAFETY AND S

MALLORY SAFETY AND S	Streets	Order Vests with LOGO, Safety Glasses	\$719.18
----------------------	---------	---------------------------------------	----------

<i>MALLORY SAFETY AND S - Total For Streets</i>			\$719.18
---	--	--	----------

MALLORY SAFETY AND S - ALL DEPARTMENTS

\$719.18

MANDROS PAINTING INC

MANDROS PAINTING INC	Water Tanks	Sunrise I South Tank	\$117,821.85
----------------------	-------------	----------------------	--------------

<i>MANDROS PAINTING INC - Total For Water Tanks</i>			\$117,821.85
---	--	--	--------------

MANDROS PAINTING INC - ALL DEPARTMENTS

\$117,821.85

MAVERIK #389

MAVERIK #389	Police Investigations	Autopsy 26-009557	\$21.06
--------------	-----------------------	-------------------	---------

<i>MAVERIK #389 - Total For Police Investigations</i>			\$21.06
---	--	--	---------

MAVERIK #389 - ALL DEPARTMENTS

\$21.06

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	Tankless water heater installation supplies fo	\$239.70
-------------------	-----------------------------	--	----------

<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			\$239.70
--	--	--	----------

MENARDS CASPER WY	Balefill - Disposal & Landfill	TOOL AND SUPPLIES FOR EQUIPT BLDG/ LDF	\$450.99
-------------------	--------------------------------	--	----------

<i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i>			\$450.99
---	--	--	----------

MENARDS CASPER WY	Buildings & Structures Fund	Electrical repair supplies for Rec Center - Me	\$149.99
-------------------	-----------------------------	--	----------

<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			\$149.99
--	--	--	----------

MENARDS CASPER WY	Cemetery	Seasonal Safety Supplies	\$113.66
-------------------	----------	--------------------------	----------

<i>MENARDS CASPER WY - Total For Cemetery</i>			\$113.66
---	--	--	----------

MENARDS CASPER WY	Direct Distribution - Cemetery	Office Blinds	\$569.93
-------------------	--------------------------------	---------------	----------

MENARDS CASPER WY	Direct Distribution - Cemetery	Office Blinds	\$104.48
-------------------	--------------------------------	---------------	----------

<i>MENARDS CASPER WY - Total For Direct Distribution - Cemetery</i>			\$674.41
---	--	--	----------

MENARDS CASPER WY	Field Maintenance	Form Release for Base Anchors	\$32.98
-------------------	-------------------	-------------------------------	---------

<i>MENARDS CASPER WY - Total For Field Maintenance</i>			\$32.98
--	--	--	---------

MENARDS CASPER WY	Fire-EMS Operations	Wall Hangers for Gym, Locks for keeping a tr	\$87.99
-------------------	---------------------	--	---------

<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			\$87.99
--	--	--	---------

MENARDS CASPER WY	Golf - Operations	hearing protection, safety glasses, tee marke	\$32.97
MENARDS CASPER WY	Golf - Operations	hearing protection, safety glasses, tee marke	\$219.78
<i>MENARDS CASPER WY - Total For Golf - Operations</i>			<i>\$252.75</i>
MENARDS CASPER WY	Police Investigations	Work bench - Miller & Glarrow	\$266.39
<i>MENARDS CASPER WY - Total For Police Investigations</i>			<i>\$266.39</i>
MENARDS CASPER WY	RWS - Booster Stations	METRO	\$30.90
<i>MENARDS CASPER WY - Total For RWS - Booster Stations</i>			<i>\$30.90</i>
MENARDS CASPER WY	Water Distribution	TOOLS FOR TRUCKS	\$107.94
MENARDS CASPER WY	Water Distribution	COFFE, CURB BOX PARTS, FLOOR DRY	\$269.92
MENARDS CASPER WY	Water Distribution	BATTERIES	\$14.56
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$392.42</i>
MENARDS CASPER WY	Water Tanks	SUN 2 PLUMBING	\$220.72
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$220.72</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$2,912.90

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	Toro Drive Assembly/Nozzles/Valves/Freight	\$4,526.13
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$4,526.13</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$4,526.13

MOBILE MESSIAH LLC

MOBILE MESSIAH LLC	Balefill - Baler Processing	Garage Door Repairs BALER DOORS #15, 16,	\$342.50
<i>MOBILE MESSIAH LLC - Total For Balefill - Baler Processing</i>			<i>\$342.50</i>
MOBILE MESSIAH LLC	Refuse - Residential	Garage Door Repairs #19 & 25 at truck barn	\$190.00
<i>MOBILE MESSIAH LLC - Total For Refuse - Residential</i>			<i>\$190.00</i>
MOBILE MESSIAH LLC - ALL DEPARTMENTS			\$532.50

MORRISON-MAIERLE, IN

MORRISON-MAIERLE, IN	Capital Projects Fund	DOWNTOWN ALLEY PAVING PROJECT	\$2,653.50
<i>MORRISON-MAIERLE, IN - Total For Capital Projects Fund</i>			<i>\$2,653.50</i>
MORRISON-MAIERLE, IN - ALL DEPARTMENTS			\$2,653.50

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication Radio Console and RF Site Services	\$40,766.12
MOTOROLA SOLUTIONS	Public Safety Communication Radio Console Services	\$59,730.60
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>		<i>\$100,496.72</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS		\$100,496.72

MOUNTAIN STATES

MOUNTAIN STATES	Municipal Court	Printing Service - custody release receipts	\$286.08
MOUNTAIN STATES	Municipal Court	Printing Service - bond receipt	\$216.37
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$502.45</i>
MOUNTAIN STATES	Police Administration	Printing Service - business cards	\$100.19
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$100.19</i>
MOUNTAIN STATES	Risk Management	Printing Service - envelopes	\$159.66
<i>MOUNTAIN STATES - Total For Risk Management</i>			<i>\$159.66</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$762.30

MOUNTAIN STATES PLAS

MOUNTAIN STATES PLAS	Refuse - Residential	22" x 14" x 58" Trash Bags for City Parks	\$2,107.50
<i>MOUNTAIN STATES PLAS - Total For Refuse - Residential</i>			<i>\$2,107.50</i>
MOUNTAIN STATES PLAS - ALL DEPARTMENTS			\$2,107.50

MOUNTAIN STATES SYST

MOUNTAIN STATES SYST	Water Distribution	Encoder Pit ERT w/3 Port	\$4,735.50
<i>MOUNTAIN STATES SYST - Total For Water Distribution</i>			<i>\$4,735.50</i>
MOUNTAIN STATES SYST - ALL DEPARTMENTS			\$4,735.50

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Op	Acct #12212	\$57.95
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$57.95</i>
MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper.	Acct #12214	\$57.95
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$57.95</i>
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Op	Acct #12213	\$57.95
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper</i>			<i>\$57.95</i>
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper	Acct #12211	\$57.95

<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper</i>			\$57.95
MOUNTAIN WEST TECHNO	Casper Business Center	Acct #20778	\$92.85
<i>MOUNTAIN WEST TECHNO - Total For Casper Business Center</i>			\$92.85
MOUNTAIN WEST TECHNO	Fire-EMS Administration	Acct #27146	\$309.37
<i>MOUNTAIN WEST TECHNO - Total For Fire-EMS Administration</i>			\$309.37
MOUNTAIN WEST TECHNO	Hogadon - Operations	Acct #10715	\$67.95
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			\$67.95
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$451.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			\$451.00
MOUNTAIN WEST TECHNO	Miller St. Dormitory	Acct #13502	\$57.95
<i>MOUNTAIN WEST TECHNO - Total For Miller St. Dormitory</i>			\$57.95
MOUNTAIN WEST TECHNO	Police Administration	Acct #28173	\$351.00
<i>MOUNTAIN WEST TECHNO - Total For Police Administration</i>			\$351.00
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$1,561.92

MPI WAREHOUSE SPECIA

MPI WAREHOUSE SPECIA	RWS - Booster Stations	METRO BOOSTER	\$872.96
<i>MPI WAREHOUSE SPECIA - Total For RWS - Booster Stations</i>			\$872.96
MPI WAREHOUSE SPECIA - ALL DEPARTMENTS			\$872.96

MUSCO SPORTS LIGHTIN

MUSCO SPORTS LIGHTIN	Field Maintenance	Musco- Tags for cabinets for fields	\$82.00
<i>MUSCO SPORTS LIGHTIN - Total For Field Maintenance</i>			\$82.00
MUSCO SPORTS LIGHTIN - ALL DEPARTMENTS			\$82.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, Small Tools, IBS Expenses & P	\$1,117.84
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, Small Tools, IBS Expenses & P	\$13,417.52
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, Small Tools, IBS Expenses & P	\$95,722.11
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$110,257.47
NAPA AUTO PARTS CORP	Water Tanks	GASKET MAKER FOR PUMPS	\$19.49
<i>NAPA AUTO PARTS CORP - Total For Water Tanks</i>			\$19.49

NAPA AUTO PARTS CORP - ALL DEPARTMENTS

\$110,276.96

NATRINA COUNTY ADULT

NATRINA COUNTY ADULT	Balefill - Baler Processing	Building permits for Miller House Water Hea	\$206.97
----------------------	-----------------------------	---	----------

<i>NATRINA COUNTY ADULT - Total For Balefill - Baler Processing</i>			<i>\$206.97</i>
---	--	--	-----------------

NATRINA COUNTY ADULT - ALL DEPARTMENTS

\$206.97

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Contract Juvenile Detention - March 2026	\$7,500.00
----------------------	-----------------------	--	------------

<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>
---	--	--	-------------------

NATRONA COUNTY OFFIC	Police Grants Fund	Equitable Sharing Check - DCI #2023-0370	\$52.00
----------------------	--------------------	--	---------

<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$52.00</i>
--	--	--	----------------

NATRONA COUNTY OFFIC - ALL DEPARTMENTS

\$7,552.00

NOLAND FEED

NOLAND FEED	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES, anima	\$2,400.00
-------------	----------------------	--	------------

<i>NOLAND FEED - Total For Metro Animal Shelter</i>			<i>\$2,400.00</i>
---	--	--	-------------------

NOLAND FEED - ALL DEPARTMENTS

\$2,400.00

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	REPLACEMENT FOR OBSOLETE 4 GAS METER	\$640.00
-------------	-----------------------------	--------------------------------------	----------

<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$640.00</i>
--	--	--	-----------------

NORCO, INC.	Buildings & Structures Fund	BAS Staff PPE - Norco	\$129.76
-------------	-----------------------------	-----------------------	----------

NORCO, INC.	Buildings & Structures Fund	PPE for BAS Team - Norco	\$606.74
-------------	-----------------------------	--------------------------	----------

NORCO, INC.	Buildings & Structures Fund	Cylinder Rental	\$9.52
-------------	-----------------------------	-----------------	--------

<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$746.02</i>
--	--	--	-----------------

NORCO, INC.	Fleet Maintenance Fund	Oxygen, Carbon Dioxide/Argon, Nitrogen &	\$128.61
-------------	------------------------	--	----------

NORCO, INC.	Fleet Maintenance Fund	Cylinder Rental	\$178.64
-------------	------------------------	-----------------	----------

<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$307.25</i>
---	--	--	-----------------

NORCO, INC.	Golf - Operations	Cylinder Rental	\$27.16
-------------	-------------------	-----------------	---------

<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$27.16</i>
--	--	--	----------------

NORCO, INC.	Hogadon - Operations	Toilet Paper & Soap	\$95.56
-------------	----------------------	---------------------	---------

NORCO, INC.	Hogadon - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$86.75
-------------	----------------------	-------------------------------------	---------

<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$182.31</i>
NORCO, INC.	Property Insurance Fund	Duplicate Payment on Invoice #0043634380	(\$75.00)
<i>NORCO, INC. - Total For Property Insurance Fund</i>			<i>(\$75.00)</i>
NORCO, INC.	Refuse - Recycling	GLOVES FOR MRF	\$203.20
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$203.20</i>
NORCO, INC.	Regional Water Operations	Cutting torch supplies	\$45.59
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$45.59</i>
NORCO, INC.	Weed & Pest Fund	Safety Supplies	\$405.68
<i>NORCO, INC. - Total For Weed & Pest Fund</i>			<i>\$405.68</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,482.21

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Buildings & Structures Fund	Door replacement supplies for Marathon - N	\$107.57
<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			<i>\$107.57</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection tools		\$8.00
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$8.00</i>
NORTHWEST CONTRACTOR	Streets	Plastic Paving Chairs / Tape Measure	\$41.72
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$41.72</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$157.29

ODP BUS SOL LLC

ODP BUS SOL LLC	Human Resources	Office Supplies	\$40.84
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$40.84</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			\$40.84

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier / Printer Usage	\$179.16
<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$179.16</i>
OFFICE SHOP INC - ALL DEPARTMENTS			\$179.16

ON DECK SPORTS

ON DECK SPORTS	Field Maintenance	Batting Cage Netting-Washington-Tani	\$4,599.96
<i>ON DECK SPORTS - Total For Field Maintenance</i>			<i>\$4,599.96</i>

ON DECK SPORTS - ALL DEPARTMENTS	\$4,599.96
----------------------------------	------------

O'REILLY 3155

O'REILLY 3155	Sewer Wastewater Collection tools	\$11.49
---------------	-----------------------------------	---------

O'REILLY 3155 - Total For Sewer Wastewater Collection	\$11.49
---	---------

O'REILLY 3155 - ALL DEPARTMENTS	\$11.49
---------------------------------	---------

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Regional Water Operations	Steel cover for HS pump #1	\$195.30
----------------------	---------------------------	----------------------------	----------

PACIFIC STEEL BRANCH - Total For Regional Water Operations	\$195.30
--	----------

PACIFIC STEEL BRANCH - ALL DEPARTMENTS	\$195.30
--	----------

PANCHOS

PANCHOS	Water Distribution	EMPLOYEE APPRECIATION BREAKFAST	\$294.74
---------	--------------------	---------------------------------	----------

PANCHOS - Total For Water Distribution	\$294.74
--	----------

PANCHOS - ALL DEPARTMENTS	\$294.74
---------------------------	----------

PAYPAL MCE

PAYPAL MCE	Fire-EMS Training	Car Seat Tech Course	\$20.00
------------	-------------------	----------------------	---------

PAYPAL MCE - Total For Fire-EMS Training	\$20.00
--	---------

PAYPAL MCE - ALL DEPARTMENTS	\$20.00
------------------------------	---------

PAYPAL PILOTINSTIT

PAYPAL PILOTINSTIT	Police Career Services	Made easy bundle	\$124.00
--------------------	------------------------	------------------	----------

PAYPAL PILOTINSTIT - Total For Police Career Services	\$124.00
---	----------

PAYPAL PILOTINSTIT - ALL DEPARTMENTS	\$124.00
--------------------------------------	----------

PAYPAL WYOMING

PAYPAL WYOMING	Fleet Maintenance Fund	INS CLAIMS 202600080, 00059, 00080, FIN C	\$7,341.74
----------------	------------------------	---	------------

PAYPAL WYOMING - Total For Fleet Maintenance Fund	\$7,341.74
---	------------

PAYPAL WYOMING - ALL DEPARTMENTS

\$7,341.74

PDFSIMPLI.COM

PDFSIMPLI.COM	Municipal Court	ALL OTHER DIRECT MARKETERS	\$49.95
---------------	-----------------	----------------------------	---------

<i>PDFSIMPLI.COM - Total For Municipal Court</i>			\$49.95
--	--	--	---------

PDFSIMPLI.COM - ALL DEPARTMENTS			\$49.95
--	--	--	---------

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,899.27
-------------------	------------------	--	------------

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$3,623.63
-------------------	------------------	--	------------

<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$8,522.90
---	--	--	------------

POSTAL PROS, INC. - ALL DEPARTMENTS			\$8,522.90
--	--	--	------------

PRICELN Budget Rent

PRICELN Budget Rent	Public Safety Communication	CALEA conference	\$352.48
---------------------	-----------------------------	------------------	----------

<i>PRICELN Budget Rent - Total For Public Safety Communications</i>			\$352.48
---	--	--	----------

PRICELN Budget Rent - ALL DEPARTMENTS			\$352.48
--	--	--	----------

PRICELN UNITED AIRLI

PRICELN UNITED AIRLI	Public Safety Communication	Fee for chargin airfaire for Summit	\$2.00
----------------------	-----------------------------	-------------------------------------	--------

<i>PRICELN UNITED AIRLI - Total For Public Safety Communications</i>			\$2.00
--	--	--	--------

PRICELN UNITED AIRLI - ALL DEPARTMENTS			\$2.00
---	--	--	--------

PSI EXAMS

PSI EXAMS	Water Distribution	BLANE DEQ LEVEL 1	\$108.00
-----------	--------------------	-------------------	----------

PSI EXAMS	Water Distribution	NIKOLAI MITCHELL- PSI TRAINING LEVEL 2	\$108.00
-----------	--------------------	--	----------

<i>PSI EXAMS - Total For Water Distribution</i>			\$216.00
---	--	--	----------

PSI EXAMS - ALL DEPARTMENTS			\$216.00
------------------------------------	--	--	----------

PY PIZZA RANCH

PY PIZZA RANCH	Water Distribution	LUNCH FOR CREW	\$248.96
----------------	--------------------	----------------	----------

PY PIZZA RANCH - Total For Water Distribution	\$248.96
---	----------

PY PIZZA RANCH - ALL DEPARTMENTS	\$248.96
---	-----------------

Q RITE ENTERPRISES L

Q RITE ENTERPRISES L	Hogadon - Operations	Lift Encoder	\$13.76
----------------------	----------------------	--------------	---------

Q RITE ENTERPRISES L - Total For Hogadon - Operations	\$13.76
---	---------

Q RITE ENTERPRISES L - ALL DEPARTMENTS	\$13.76
---	----------------

RAILROAD MGMT CO III

RAILROAD MGMT CO III	Sewer Wastewater Collection License Fees - 06/16/26 to 06/15/27	\$856.23
----------------------	---	----------

RAILROAD MGMT CO III - Total For Sewer Wastewater Collection	\$856.23
--	----------

RAILROAD MGMT CO III	Water Administration	License Fees - 06/16/26 to 06/15/27	\$458.76
----------------------	----------------------	-------------------------------------	----------

RAILROAD MGMT CO III - Total For Water Administration	\$458.76
---	----------

RAILROAD MGMT CO III - ALL DEPARTMENTS	\$1,314.99
---	-------------------

RD OFFUTT CO

RD OFFUTT CO	Fleet Maintenance Fund	83272 Equipment Repair	\$39,794.42
--------------	------------------------	------------------------	-------------

RD OFFUTT CO - Total For Fleet Maintenance Fund	\$39,794.42
---	-------------

RD OFFUTT CO - ALL DEPARTMENTS	\$39,794.42
---------------------------------------	--------------------

RDO EQUIPMENT

RDO EQUIPMENT	WWTP Operations	Coupler	\$85.10
---------------	-----------------	---------	---------

RDO EQUIPMENT - Total For WWTP Operations	\$85.10
---	---------

RDO EQUIPMENT - ALL DEPARTMENTS	\$85.10
--	----------------

RECYCLED MATERIALS,

RECYCLED MATERIALS,	Community Development	Demo of 1169 N. Jackson St / Asbestos Inspe	\$6,870.00
---------------------	-----------------------	---	------------

RECYCLED MATERIALS, - Total For Community Development	\$6,870.00
---	------------

RECYCLED MATERIALS, - ALL DEPARTMENTS	\$6,870.00
--	-------------------

REVIZE LLC

REVIZE LLC	Information Services	2026 Hosting Support & Maintenance Annua	\$6,400.00
<i>REVIZE LLC - Total For Information Services</i>			<i>\$6,400.00</i>
REVIZE LLC - ALL DEPARTMENTS			\$6,400.00

ROBINSON CONTRACTING

ROBINSON CONTRACTING	Balefill - Baler Processing	Trash Hauling Srvc - Baler Bldg Floor to Landf	\$1,560.00
ROBINSON CONTRACTING	Balefill - Baler Processing	Trash Hauling Srvc - Baler Bldg Floor to Landf	\$3,510.00
ROBINSON CONTRACTING	Balefill - Baler Processing	Trash Hauling Srvc - Baler Bldg Floor to Landf	\$1,820.00
<i>ROBINSON CONTRACTING - Total For Balefill - Baler Processing</i>			<i>\$6,890.00</i>
ROBINSON CONTRACTING - ALL DEPARTMENTS			\$6,890.00

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Water Distribution	AR-CD25-T RENTAL	\$33.19
<i>ROCKY MOUNTAIN AIR S - Total For Water Distribution</i>			<i>\$33.19</i>
ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS			\$33.19

ROCKY MOUNTAIN ANIMA

ROCKY MOUNTAIN ANIMA	Metro Animal Shelter	VETERINARY SERVICES, animal care	\$5,000.00
ROCKY MOUNTAIN ANIMA	Metro Animal Shelter	VETERINARY SERVICES, vet care	\$2,000.00
ROCKY MOUNTAIN ANIMA	Metro Animal Shelter	VETERINARY SERVICES, vet care	\$2,000.00
<i>ROCKY MOUNTAIN ANIMA - Total For Metro Animal Shelter</i>			<i>\$9,000.00</i>
ROCKY MOUNTAIN ANIMA - ALL DEPARTMENTS			\$9,000.00

ROCKY MOUNTAIN DISCO

ROCKY MOUNTAIN DISCO	Balefill - Disposal & Landfill	WIND MONITORING EQUIPT FOR LANDFILL	\$999.97
<i>ROCKY MOUNTAIN DISCO - Total For Balefill - Disposal & Landfill</i>			<i>\$999.97</i>
ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS			\$999.97

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$7,136.73
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$7,136.73</i>
ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$119.08

ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.			\$119.08
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$69.43
ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.			\$69.43
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$108.61
ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper			\$108.61
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$49.62
ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper			\$49.62
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$180.03
ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill			\$180.03
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$174.72
ROCKY MOUNTAIN POWER - Total For Cemetery			\$174.72
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,358.41
ROCKY MOUNTAIN POWER - Total For City Center Building			\$1,358.41
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$2,876.88
ROCKY MOUNTAIN POWER - Total For City Hall			\$2,876.88
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$961.18
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$3,274.26
ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration			\$4,235.44
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,912.10
ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund			\$3,912.10
ROCKY MOUNTAIN POWER	Fort Caspar	Acct #54730761-098 0	\$1,006.75
ROCKY MOUNTAIN POWER - Total For Fort Caspar			\$1,006.75
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-165 7	\$35.27
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$3,414.56
ROCKY MOUNTAIN POWER - Total For Golf - Operations			\$3,449.83
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$6,586.24
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$12,484.64
ROCKY MOUNTAIN POWER - Total For Hogadon - Operations			\$19,070.88
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$5,869.73
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$3,898.98
ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations			\$9,768.71
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$1,267.07
ROCKY MOUNTAIN POWER - Total For Marathon Building			\$1,267.07
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$75.63
ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory			\$75.63
ROCKY MOUNTAIN POWER	Parking Fund	Acct #54730761-093 1	\$2,047.77

ROCKY MOUNTAIN POWER - Total For Parking Fund			\$2,047.77
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$206.33
ROCKY MOUNTAIN POWER - Total For Police Administration			\$206.33
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$314.49
ROCKY MOUNTAIN POWER - Total For Public Safety Communications			\$314.49
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$594.54
ROCKY MOUNTAIN POWER - Total For Public Transit - Operations			\$594.54
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$5,192.40
ROCKY MOUNTAIN POWER - Total For Rec Center - Operations			\$5,192.40
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-003 0	\$102.48
ROCKY MOUNTAIN POWER - Total For Traffic Control			\$102.48
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$47.37
ROCKY MOUNTAIN POWER - Total For Water Tanks			\$47.37
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$63,365.30

Rooter

Rooter	Buildings & Structures Fund	Trailer Jetter Services	\$480.00
Rooter - Total For Buildings & Structures Fund			\$480.00
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$362.45
Rooter - Total For Parks - Parks Maint.			\$362.45
Rooter - ALL DEPARTMENTS			\$842.45

S & S CONCRETE, INC

S & S CONCRETE, INC	Capital - One Cent 17	PV to Robertson Rd Trail - Ph.	\$38,067.84
S & S CONCRETE, INC - Total For Capital - One Cent 17			\$38,067.84
S & S CONCRETE, INC	Capital Projects Fund	PV to Robertson Rd Trail - Ph.	\$932,177.66
S & S CONCRETE, INC	Capital Projects Fund	Retainage - Contract #92600232	\$51,065.54
S & S CONCRETE, INC - Total For Capital Projects Fund			\$983,243.20
S & S CONCRETE, INC - ALL DEPARTMENTS			\$1,021,311.04

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Fire-EMS Training	Car Seat Tech - Recertification (Anderstrom,	\$55.00
SAFE KIDS WORLDWIDE - Total For Fire-EMS Training			\$55.00

SAFE KIDS WORLDWIDE - ALL DEPARTMENTS

\$55.00

SAMS CLUB #6425

SAMS CLUB #6425	Fleet Maintenance Fund	COFFEE, DAWN DISH SOAP, TISSUES	\$193.28
-----------------	------------------------	---------------------------------	----------

<i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$193.28</i>
---	--	--	-----------------

SAMS CLUB #6425 - ALL DEPARTMENTS

\$193.28

SAMS CLUB RENEWAL

SAMS CLUB RENEWAL	Golf - Operations	Sam's Club Membership	\$110.00
-------------------	-------------------	-----------------------	----------

<i>SAMS CLUB RENEWAL - Total For Golf - Operations</i>			<i>\$110.00</i>
--	--	--	-----------------

SAMS CLUB RENEWAL	Public Transit - Operations	WHOLESALE CLUBS	\$110.00
-------------------	-----------------------------	-----------------	----------

<i>SAMS CLUB RENEWAL - Total For Public Transit - Operations</i>			<i>\$110.00</i>
--	--	--	-----------------

SAMS CLUB RENEWAL	Water Distribution	SAM'S CLUB MEMBERSHIP RENEWAL	\$110.00
-------------------	--------------------	-------------------------------	----------

<i>SAMS CLUB RENEWAL - Total For Water Distribution</i>			<i>\$110.00</i>
---	--	--	-----------------

SAMS CLUB RENEWAL - ALL DEPARTMENTS

\$330.00

SAMS CLUB.COM

SAMS CLUB.COM	Balefill - Disposal & Landfill	SUPPLIES FOR REFUSE AND SCALEHOUSE	\$75.08
---------------	--------------------------------	------------------------------------	---------

SAMS CLUB.COM	Balefill - Disposal & Landfill	SUPPLIES FOR SCALEHOUSE	\$109.83
---------------	--------------------------------	-------------------------	----------

<i>SAMS CLUB.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$184.91</i>
---	--	--	-----------------

SAMS CLUB.COM	Refuse - Residential	SUPPLIES FOR REFUSE AND SCALEHOUSE	\$71.28
---------------	----------------------	------------------------------------	---------

<i>SAMS CLUB.COM - Total For Refuse - Residential</i>			<i>\$71.28</i>
---	--	--	----------------

SAMS CLUB.COM - ALL DEPARTMENTS

\$256.19

SAMS CLUB #6425

SAMS CLUB #6425	City Council	Strategic Planning/ Supplies for breakroom a	\$41.21
-----------------	--------------	--	---------

SAMS CLUB #6425	City Council	Legislative Dinner Dessert/Council Kitchen It	\$178.00
-----------------	--------------	---	----------

<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$219.21</i>
---	--	--	-----------------

SAMS CLUB #6425	City Manager	Strategic Planning/ Supplies for breakroom a	\$106.03
-----------------	--------------	--	----------

<i>SAMS CLUB #6425 - Total For City Manager</i>			<i>\$106.03</i>
---	--	--	-----------------

SAMS CLUB #6425	Golf - Operations	TV for Digital Job board and training videos	\$237.00
-----------------	-------------------	--	----------

SAMS CLUB #6425	Golf - Operations	Golf Supplies for season	\$212.77
-----------------	-------------------	--------------------------	----------

<i>SAMS CLUB #6425 - Total For Golf - Operations</i>			<i>\$449.77</i>
--	--	--	-----------------

SAMSClub #6425	Municipal Court	Paper products- tissue/paper towels	\$37.00
SAMSClub #6425 - Total For Municipal Court			\$37.00
SAMSClub #6425	Police Administration	Dept supplies	\$60.87
SAMSClub #6425 - Total For Police Administration			\$60.87
SAMSClub #6425	Rec Center - Operations	Creamer	\$29.96
SAMSClub #6425 - Total For Rec Center - Operations			\$29.96
SAMSClub #6425 - ALL DEPARTMENTS			\$902.84

SAWYER INC

SAWYER INC	Weed & Pest Fund	Preventive Pest Control Service	\$177.00
SAWYER INC - Total For Weed & Pest Fund			\$177.00
SAWYER INC - ALL DEPARTMENTS			\$177.00

SHIRTS & MORE INC

SHIRTS & MORE INC	Capital - One Cent 17	Removal of Graphics on PD Vehicles	\$800.00
SHIRTS & MORE INC	Capital - One Cent 17	Removal of Graphics on PD Vehicle	\$400.00
SHIRTS & MORE INC	Capital - One Cent 17	Removal of Graphics on PD Vehicle	\$400.00
SHIRTS & MORE INC	Capital - One Cent 17	Replaced Graphics on PD Vehicle	\$250.00
SHIRTS & MORE INC	Capital - One Cent 17	Removal of Graphics on PD Vehicle	\$400.00
SHIRTS & MORE INC - Total For Capital - One Cent 17			\$2,250.00
SHIRTS & MORE INC	Police Administration	Installation of Graphics on PD Vehicle	\$600.00
SHIRTS & MORE INC	Police Administration	Removal of Graphics on PD Vehicles	\$400.00
SHIRTS & MORE INC - Total For Police Administration			\$1,000.00
SHIRTS & MORE INC - ALL DEPARTMENTS			\$3,250.00

SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	Award Plaques	\$323.95
SHUTTERFLY, INC. - Total For Police Administration			\$323.95
SHUTTERFLY, INC. - ALL DEPARTMENTS			\$323.95

SMARSH, INC

SMARSH, INC	Information Services	Professional Archive Service	\$2,276.91
SMARSH, INC - Total For Information Services			\$2,276.91

SMARSH, INC - ALL DEPARTMENTS

\$2,276.91

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal or Medical Matters	\$400.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal or Medical Matters	\$400.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential Legal or Medical Matters	\$400.00

SMITH PSYCHOLOGICAL - Total For Police Career Services \$1,200.00

SMITH PSYCHOLOGICAL - ALL DEPARTMENTS

\$1,200.00

SOFT DR INC

SOFT DR INC	Balefill - Disposal & Landfill	Installation of RO System AT THE ADMIN BLD	\$850.00
-------------	--------------------------------	--	----------

SOFT DR INC - Total For Balefill - Disposal & Landfill \$850.00

SOFT DR INC	Fire-EMS Administration	Water Delivery	\$26.30
SOFT DR INC	Fire-EMS Administration	Delivery Charge	\$5.30
SOFT DR INC	Fire-EMS Administration	Water Delivery	\$22.50

SOFT DR INC - Total For Fire-EMS Administration \$54.10

SOFT DR INC	Municipal Court	Water Delivery	\$10.15
SOFT DR INC	Municipal Court	Water Delivery	\$17.65

SOFT DR INC - Total For Municipal Court \$27.80

SOFT DR INC - ALL DEPARTMENTS

\$931.90

SONNYS RV SALES INC

SONNYS RV SALES INC	Fire-EMS Operations	Gas piston for Truck 3	\$22.77
---------------------	---------------------	------------------------	---------

SONNYS RV SALES INC - Total For Fire-EMS Operations \$22.77

SONNYS RV SALES INC - ALL DEPARTMENTS

\$22.77

SOURCE MANAGEMENT IN

SOURCE MANAGEMENT IN	Public Safety Communication	Dispatch supplies	\$129.00
----------------------	-----------------------------	-------------------	----------

SOURCE MANAGEMENT IN - Total For Public Safety Communications \$129.00

SOURCE MANAGEMENT IN - ALL DEPARTMENTS

\$129.00

SP DIAMONDTOOLSTORE

SP DIAMONDTOOLSTORE	Rec Center - Operations	Scrubber pads	\$96.70
<i>SP DIAMONDTOOLSTORE - Total For Rec Center - Operations</i>			<i>\$96.70</i>
SP DIAMONDTOOLSTORE - ALL DEPARTMENTS			\$96.70

SP QUANTUM GEAR US

SP QUANTUM GEAR US	Fleet Maintenance Fund	CREDIT FOR CORE CHARGE	(\$750.00)
<i>SP QUANTUM GEAR US - Total For Fleet Maintenance Fund</i>			<i>(\$750.00)</i>
SP QUANTUM GEAR US - ALL DEPARTMENTS			(\$750.00)

SPORTSMITH LLC

SPORTSMITH LLC	Buildings & Structures Fund	Repair supplies for Rec Center - Sportsmith	\$47.23
<i>SPORTSMITH LLC - Total For Buildings & Structures Fund</i>			<i>\$47.23</i>
SPORTSMITH LLC - ALL DEPARTMENTS			\$47.23

SQ MORTS BAGELS

SQ MORTS BAGELS	City Manager	WAM Winter Conference	\$23.26
<i>SQ MORTS BAGELS - Total For City Manager</i>			<i>\$23.26</i>
SQ MORTS BAGELS - ALL DEPARTMENTS			\$23.26

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Buildings & Structures Fund	OSHA Signage for City Hall - Pedens	\$10.00
<i>SQ PEDEN'S INC. - Total For Buildings & Structures Fund</i>			<i>\$10.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$10.00

SQ STEAMBOAT DELI

SQ STEAMBOAT DELI	City Council	Finance Committee	\$14.20
SQ STEAMBOAT DELI	City Council	Finance Committee	\$100.96
<i>SQ STEAMBOAT DELI - Total For City Council</i>			<i>\$115.16</i>
SQ STEAMBOAT DELI - ALL DEPARTMENTS			\$115.16

SQ WYOMING PLANNING

SQ WYOMING PLANNING	Community Development	CHARITABLE AND SOCIAL SERVICE ORGANIZ	\$110.00
<i>SQ WYOMING PLANNING - Total For Community Development</i>			<i>\$110.00</i>
SQ WYOMING PLANNING - ALL DEPARTMENTS			\$110.00

STAPLES

STAPLES	Golf - Operations	Golf Supplies for season	\$235.80
<i>STAPLES - Total For Golf - Operations</i>			<i>\$235.80</i>
STAPLES	Sewer Wastewater Collection	keyboard tray	\$99.99
<i>STAPLES - Total For Sewer Wastewater Collection</i>			<i>\$99.99</i>
STAPLES - ALL DEPARTMENTS			\$335.79

STAPLES INC

STAPLES INC	Human Resources	General Supplies	(\$92.38)
<i>STAPLES INC - Total For Human Resources</i>			<i>(\$92.38)</i>
STAPLES INC - ALL DEPARTMENTS			(\$92.38)

STARBUCKS STORE

STARBUCKS STORE	City Manager	WAM Winter Conference	\$12.93
<i>STARBUCKS STORE - Total For City Manager</i>			<i>\$12.93</i>
STARBUCKS STORE - ALL DEPARTMENTS			\$12.93

Starlink Internet

Starlink Internet	Water Tanks	ROCK CREEK - COMMUNICATION	\$65.00
<i>Starlink Internet - Total For Water Tanks</i>			<i>\$65.00</i>
Starlink Internet - ALL DEPARTMENTS			\$65.00

STATE OF WY.

STATE OF WY.	Balefill - Disposal & Landfill	Loan #CW077	\$140,172.28
<i>STATE OF WY. - Total For Balefill - Disposal & Landfill</i>			<i>\$140,172.28</i>
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - January 2026	\$18,617.81
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - March 2026	\$1,892.74
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$20,510.55</i>

STATE OF WY. - ALL DEPARTMENTS

\$160,682.83

STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Commercial	Programming & Software Support	\$462.50
<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			<i>\$462.50</i>
STELLAR PROGRAMMING - ALL DEPARTMENTS			\$462.50

STERLING

STERLING	Human Resources	Centralized employee backgroun	\$709.52
<i>STERLING - Total For Human Resources</i>			<i>\$709.52</i>
STERLING - ALL DEPARTMENTS			\$709.52

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Diversion & Special	Replace Electrical Wire Compost Water Shed	\$2,283.00
<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Diversion & Special</i>			<i>\$2,283.00</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$2,283.00

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Buildings & Structures Fund	Annual Fire Extinguisher Inspection	\$633.80
<i>SUMMIT FIRE & SECURI - Total For Buildings & Structures Fund</i>			<i>\$633.80</i>
SUMMIT FIRE & SECURI	Ice Arena - Operations	Annual Fire Extinguisher Inspection	\$478.30
<i>SUMMIT FIRE & SECURI - Total For Ice Arena - Operations</i>			<i>\$478.30</i>
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			\$1,112.10

SUN COUNTRY DISTRIBU

SUN COUNTRY DISTRIBU	Aquatics - Operations	Chlorine for Outdoor Pools	\$561.80
<i>SUN COUNTRY DISTRIBU - Total For Aquatics - Operations</i>			<i>\$561.80</i>
SUN COUNTRY DISTRIBU	Aquatics- Marion Kreiner Op	Chlorine for Outdoor Pools	\$2,649.99
<i>SUN COUNTRY DISTRIBU - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$2,649.99</i>
SUN COUNTRY DISTRIBU	Aquatics- Mike Sedar Oper.	Chlorine for Outdoor Pools	\$3,211.80
<i>SUN COUNTRY DISTRIBU - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$3,211.80</i>
SUN COUNTRY DISTRIBU	Aquatics- Paradise Valley Op	Chlorine for Outdoor Pools	\$2,649.99

SUN COUNTRY DISTRIBUTION	Aquatics- Paradise Valley Oper	Chlorine for Outdoor Pools	\$561.80
<i>SUN COUNTRY DISTRIBUTION - Total For Aquatics- Paradise Valley Oper</i>			<i>\$3,211.79</i>
SUN COUNTRY DISTRIBUTION	Aquatics- Washington Oper	Chlorine for Outdoor Pools	\$3,211.79
<i>SUN COUNTRY DISTRIBUTION - Total For Aquatics- Washington Oper</i>			<i>\$3,211.79</i>
SUN COUNTRY DISTRIBUTION - ALL DEPARTMENTS			\$12,847.17

SUTHERLANDS 2816

SUTHERLANDS 2816	Water Distribution	SNAP RING PLIERS FOR 260	\$12.99
<i>SUTHERLANDS 2816 - Total For Water Distribution</i>			<i>\$12.99</i>
SUTHERLANDS 2816	Water Meters	BLUE & GOLD PAINT, PLUMBERS TAPE.	\$75.48
<i>SUTHERLANDS 2816 - Total For Water Meters</i>			<i>\$75.48</i>
SUTHERLANDS 2816 - ALL DEPARTMENTS			\$88.47

TARGET

TARGET	Fort Caspar	Clock	\$47.16
<i>TARGET - Total For Fort Caspar</i>			<i>\$47.16</i>
TARGET	Public Engagement	Kleenex	\$10.29
<i>TARGET - Total For Public Engagement</i>			<i>\$10.29</i>
TARGET - ALL DEPARTMENTS			\$57.45

TELEPHONE DOCTOR,

TELEPHONE DOCTOR,	Balefill - Disposal & Landfill	CUSTOMER SERVICE TRAINING/ RENEWAL LI	\$995.00
<i>TELEPHONE DOCTOR, - Total For Balefill - Disposal & Landfill</i>			<i>\$995.00</i>
TELEPHONE DOCTOR,	Refuse - Residential	CUSTOMER SERVICE TRAINING/ RENEWAL LI	\$995.00
<i>TELEPHONE DOCTOR, - Total For Refuse - Residential</i>			<i>\$995.00</i>
TELEPHONE DOCTOR, - ALL DEPARTMENTS			\$1,990.00

THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	SUPPLIES FOR BATHROOM CABINETS IN NE	\$565.00
<i>THE HOME DEPOT - Total For Balefill - Disposal & Landfill</i>			<i>\$565.00</i>
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Aquatics Center - Home D	\$57.45
THE HOME DEPOT	Buildings & Structures Fund	Plumbing repair supplies for North Casper Cl	\$152.96
THE HOME DEPOT	Buildings & Structures Fund	Electrical repair for Ice Arena - Home Depot	\$5.97

THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Fire Station 3 - Ho	\$67.30
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$283.68</i>
THE HOME DEPOT	Field Maintenance	Plywood for Mower Ramp	\$96.67
THE HOME DEPOT	Field Maintenance	Home Depot- Bit Set	\$69.94
THE HOME DEPOT	Field Maintenance	Quikrete for Base Anchors	\$20.96
THE HOME DEPOT	Field Maintenance	Home Depot Credit	(\$24.97)
THE HOME DEPOT	Field Maintenance	Home Depot Cutting tools for Saw	\$83.88
THE HOME DEPOT	Field Maintenance	Quikrete for Base Anchors	\$34.90
<i>THE HOME DEPOT - Total For Field Maintenance</i>			<i>\$281.38</i>
THE HOME DEPOT	Fire-EMS Prevent & Inspect	SCBA storage boxes for I1 and BC5	\$53.96
<i>THE HOME DEPOT - Total For Fire-EMS Prevent & Inspect</i>			<i>\$53.96</i>
THE HOME DEPOT	Fort Caspar	Tape and Epoxy	\$13.70
THE HOME DEPOT	Fort Caspar	File, Screws, Washers, Sharpener, Mag Drive	\$34.70
<i>THE HOME DEPOT - Total For Fort Caspar</i>			<i>\$48.40</i>
THE HOME DEPOT	Police Investigations	Tool box Miller & Glarrow	\$580.88
THE HOME DEPOT	Police Investigations	surge protector & strip	\$89.22
THE HOME DEPOT	Police Investigations	Surge protector	\$15.88
<i>THE HOME DEPOT - Total For Police Investigations</i>			<i>\$685.98</i>
THE HOME DEPOT	Sewer Wastewater Collection	materials for manhole trough repair	\$14.20
<i>THE HOME DEPOT - Total For Sewer Wastewater Collection</i>			<i>\$14.20</i>
THE HOME DEPOT	Traffic Control	Building inspection repair materials	\$25.11
THE HOME DEPOT	Traffic Control	Concrete for sign installs and power rivet gu	\$376.24
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$401.35</i>
THE HOME DEPOT	Water Distribution	FAUCET FOR CASPER COLLEGE	\$69.00
<i>THE HOME DEPOT - Total For Water Distribution</i>			<i>\$69.00</i>
THE HOME DEPOT	Weed & Pest Fund	HOME SUPPLY WAREHOUSE STORES	\$282.72
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$282.72</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$2,685.67

THE PUBLIC SAFETY ST

THE PUBLIC SAFETY ST	Fire-EMS Operations	NY Hook	\$159.65
<i>THE PUBLIC SAFETY ST - Total For Fire-EMS Operations</i>			<i>\$159.65</i>
THE PUBLIC SAFETY ST - ALL DEPARTMENTS			\$159.65

THE UPS STORE

THE UPS STORE	Sewer Wastewater Collection shipping for PDS repair	\$35.47
THE UPS STORE - Total For Sewer Wastewater Collection		\$35.47
THE UPS STORE - ALL DEPARTMENTS		\$35.47

TIL TP LA BARISTA

TIL TP LA BARISTA	Basketball	Youth Basketball Referee Food	\$23.86
TIL TP LA BARISTA - Total For Basketball			\$23.86
TIL TP LA BARISTA - ALL DEPARTMENTS			\$23.86

TIM DACH

TIM DACH	Balefill - Disposal & Landfill	Remodel of Breakroom at LDF BLDG	\$4,990.00
TIM DACH	Balefill - Disposal & Landfill	Counter Tops & Cabinet Work - landfill break	\$2,000.00
TIM DACH - Total For Balefill - Disposal & Landfill			\$6,990.00
TIM DACH - ALL DEPARTMENTS			\$6,990.00

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charge - February 2026	\$42.70
TOP OFFICE PRODUCTS - Total For Public Transit - Operations			\$42.70
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$42.70

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable Sharing Check - DCI #2023-0370	\$52.00
TOWN OF MILLS - Total For Police Grants Fund			\$52.00
TOWN OF MILLS - ALL DEPARTMENTS			\$52.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Metro Animal Control	MISCELLANEOUS AUTOMOTIVE DEALERS, AP	\$25.45
TRACTOR SUPPLY CO - Total For Metro Animal Control			\$25.45
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS, ca	\$22.90
TRACTOR SUPPLY CO - Total For Metro Animal Shelter			\$22.90

TRACTOR SUPPLY CO - ALL DEPARTMENTS

\$48.35

TRANSOURCE TRUCK & E

TRANSOURCE TRUCK & E	Refuse - Commercial	EQUIPT REPAIR TRK#2307 COM FL 2022	\$261.92
<i>TRANSOURCE TRUCK & E - Total For Refuse - Commercial</i>			<i>\$261.92</i>
TRANSOURCE TRUCK & E	Refuse - Residential	Equipment Repair TRK#2312 RES SL 2023	\$4,710.32
<i>TRANSOURCE TRUCK & E - Total For Refuse - Residential</i>			<i>\$4,710.32</i>
TRANSOURCE TRUCK & E - ALL DEPARTMENTS			\$4,972.24

TST PARAMOUNT CAFE

TST PARAMOUNT CAFE	City Manager	WAM Winter Conference	\$8.10
<i>TST PARAMOUNT CAFE - Total For City Manager</i>			<i>\$8.10</i>
TST PARAMOUNT CAFE - ALL DEPARTMENTS			\$8.10

UBER TRIP

UBER TRIP	Water Distribution	WWETT CONFERENCE UBER RIDE	\$9.00
UBER TRIP	Water Distribution	WWE CONFERENCE UBER RIDE	\$27.50
UBER TRIP	Water Distribution	WWETT CONFERENCE	\$16.94
UBER TRIP	Water Distribution	WWETT CONFERENCE UBER RIDE	\$7.20
UBER TRIP	Water Distribution	UBER- WWET CONFERENCE	\$5.00
UBER TRIP	Water Distribution	WWETT CONFERENCE UBER RIDE	\$28.81
<i>UBER TRIP - Total For Water Distribution</i>			<i>\$94.45</i>
UBER TRIP - ALL DEPARTMENTS			\$94.45

U-HAUL MOVING

U-HAUL MOVING	Ice Arena - Operations	Propane for the Olympia - U-Haul	\$150.10
<i>U-HAUL MOVING - Total For Ice Arena - Operations</i>			<i>\$150.10</i>
U-HAUL MOVING - ALL DEPARTMENTS			\$150.10

ULTIMATE TRAINING MU

ULTIMATE TRAINING MU	Balefill - Baler Processing	Install New Liners-labor N BALER RELINE	\$4,879.00
<i>ULTIMATE TRAINING MU - Total For Balefill - Baler Processing</i>			<i>\$4,879.00</i>

ULTIMATE TRAINING MU - ALL DEPARTMENTS	\$4,879.00
---	-------------------

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$360.00
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$1,179.78
UNIFORMS 2 GEAR	Police Career Services	Uniform Supplies	\$173.44
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$1,713.22</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$1,713.22

UNITED 0162376275

UNITED 0162376275	Public Safety Communication Summit	\$695.81
UNITED 0162376275	Public Safety Communication Summit	\$695.81
<i>UNITED 0162376275 - Total For Public Safety Communications</i>		<i>\$1,391.62</i>
UNITED 0162376275 - ALL DEPARTMENTS		\$1,391.62

UNITED STATES ICE RI

UNITED STATES ICE RI	Ice Arena - Operations	USIRA Pro Dev. Ice Arena Membership Dues	\$350.00
<i>UNITED STATES ICE RI - Total For Ice Arena - Operations</i>			<i>\$350.00</i>
UNITED STATES ICE RI - ALL DEPARTMENTS			\$350.00

UNIVERSITYE

UNIVERSITYE	Sewer Wastewater Collection Lvl 1 Collection System training	\$75.00
<i>UNIVERSITYE - Total For Sewer Wastewater Collection</i>		<i>\$75.00</i>
UNIVERSITYE - ALL DEPARTMENTS		\$75.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Investigations	Confidential Legal or Medical Matters	\$35.00
<i>URGENT CARE OF CASPE - Total For Police Investigations</i>			<i>\$35.00</i>
URGENT CARE OF CASPE	Property Insurance Fund	Confidential Legal or Medical Matters	\$5,499.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$5,499.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$5,534.00

USPS PO 5715590945

USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$10.48
USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$41.92
USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$52.40

<i>USPS PO 5715590945 - Total For Community Development</i>			<i>\$104.80</i>
---	--	--	-----------------

USPS PO 5715590945 - ALL DEPARTMENTS			\$104.80
---	--	--	-----------------

UW CASHIER OFFICE

UW CASHIER OFFICE	Sewer Wastewater Collection	OSHA Hazards and Roadway Construction cla	\$210.00
-------------------	-----------------------------	---	----------

<i>UW CASHIER OFFICE - Total For Sewer Wastewater Collection</i>			<i>\$210.00</i>
--	--	--	-----------------

UW CASHIER OFFICE - ALL DEPARTMENTS			\$210.00
--	--	--	-----------------

VAIL INTERIORS LLC

VAIL INTERIORS LLC	Golf - Operations	Flooring & Installation - material/labor	\$2,617.23
--------------------	-------------------	--	------------

<i>VAIL INTERIORS LLC - Total For Golf - Operations</i>			<i>\$2,617.23</i>
---	--	--	-------------------

VAIL INTERIORS LLC - ALL DEPARTMENTS			\$2,617.23
---	--	--	-------------------

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$77.50
VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$23.50

<i>VCN NATRONAREALESTAT - Total For Community Development</i>			<i>\$101.00</i>
---	--	--	-----------------

VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$101.00
---	--	--	-----------------

VERIZON WIRELESS

VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$800.62
------------------	-------------------------	-----------------------	----------

<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$800.62</i>
---	--	--	-----------------

VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$38.51
------------------	-----------------------------	-----------------------	---------

<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$38.51</i>
--	--	--	----------------

VERIZON WIRELESS	Streets	Acct #242152162-00003	\$30.50
------------------	---------	-----------------------	---------

<i>VERIZON WIRELESS - Total For Streets</i>			<i>\$30.50</i>
---	--	--	----------------

VERIZON WIRELESS - ALL DEPARTMENTS			\$869.63
---	--	--	-----------------

VISTAPRINT

VISTAPRINT	Balefill - Diversion & Special	Earth Day rack cards and compost banners	\$306.38
<i>VISTAPRINT - Total For Balefill - Diversion & Special</i>			<i>\$306.38</i>
VISTAPRINT - ALL DEPARTMENTS			\$306.38

VOIANCE LANGUAGE

VOIANCE LANGUAGE	Public Safety Communication	Interpretation Services	\$72.36
<i>VOIANCE LANGUAGE - Total For Public Safety Communications</i>			<i>\$72.36</i>
VOIANCE LANGUAGE - ALL DEPARTMENTS			\$72.36

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File Desctruction Service	\$65.90
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$65.90</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$65.90

WAL-MART #1617

WAL-MART #1617	Sewer Wastewater Collection	office supplies	\$7.97
<i>WAL-MART #1617 - Total For Sewer Wastewater Collection</i>			<i>\$7.97</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$7.97

WAL-MART #3778

WAL-MART #3778	Buildings & Structures Fund	Custodial supplies for City Hall - Wal Mart	\$18.97
<i>WAL-MART #3778 - Total For Buildings & Structures Fund</i>			<i>\$18.97</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$18.97

WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	WWTP Regional Interceptors	Flygt 3153 MT Submersible Pumps Riverwest	\$57,348.00
<i>WATER TECHNOLOGY GRO - Total For WWTP Regional Interceptors</i>			<i>\$57,348.00</i>
WATER TECHNOLOGY GRO - ALL DEPARTMENTS			\$57,348.00

WATERS & SON CONST.

WATERS & SON CONST.	Water Tanks	Tower Hill Tank Fencing Repair	\$12,499.00
<i>WATERS & SON CONST. - Total For Water Tanks</i>			<i>\$12,499.00</i>
WATERS & SON CONST. - ALL DEPARTMENTS			\$12,499.00

WEAR PARTS INC

WEAR PARTS INC	Balefill - Baler Processing	BOLTS FOR GATHERING CYLINDER	\$103.63
<i>WEAR PARTS INC - Total For Balefill - Baler Processing</i>			<i>\$103.63</i>
WEAR PARTS INC	Buildings & Structures Fund	Repair supplies for Rec Center - Wear Parts	\$3.40
<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$3.40</i>
WEAR PARTS INC	Ice Arena - Operations	Filter Replacement for Skate Sharpener	\$171.93
<i>WEAR PARTS INC - Total For Ice Arena - Operations</i>			<i>\$171.93</i>
WEAR PARTS INC	Refuse - Recycling	SUPPLIES/ SPARE PARTS FOR GRAPPLE BUCK	\$58.84
<i>WEAR PARTS INC - Total For Refuse - Recycling</i>			<i>\$58.84</i>
WEAR PARTS INC	RWS - Booster Stations	METRO BOOSTER BOLT	\$8.50
WEAR PARTS INC	RWS - Booster Stations	METRO PUMP #1	\$4.10
<i>WEAR PARTS INC - Total For RWS - Booster Stations</i>			<i>\$12.60</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$350.40

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$149.07
WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$1,030.00
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$1,179.07</i>
WEST PUBLISHING CORP - ALL DEPARTMENTS			\$1,179.07

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital - One Cent 17	Missouri Avenue Improvements	\$9,184.46
<i>WESTERN WATER CONSUL - Total For Capital - One Cent 17</i>			<i>\$9,184.46</i>
WESTERN WATER CONSUL	Water Distribution	E. 21st Street Improvements -	\$3,612.00
WESTERN WATER CONSUL	Water Distribution	Missouri Avenue Improvements	\$12,683.29
<i>WESTERN WATER CONSUL - Total For Water Distribution</i>			<i>\$16,295.29</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$25,479.75

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital - One Cent 17	Casper Addition LAD Improvemen	\$9,673.75
WLC ENGINEERING - SU	Capital - One Cent 17	Design & CA - Bryan-Evansville	\$9,073.01
<i>WLC ENGINEERING - SU - Total For Capital - One Cent 17</i>			<i>\$18,746.76</i>
WLC ENGINEERING - SU	Sewer Wastewater Collection	WLC ENGINEERING - SANITARY SEW	\$1,163.88
<i>WLC ENGINEERING - SU - Total For Sewer Wastewater Collection</i>			<i>\$1,163.88</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$19,910.64

WM SUPERCENTER

WM SUPERCENTER	Health Insurance Fund	Employee recognition expense	\$59.69
<i>WM SUPERCENTER - Total For Health Insurance Fund</i>			<i>\$59.69</i>
WM SUPERCENTER	Metro Animal Control	GROCERY STORES, SUPERMARKETS, APO tru	\$83.24
<i>WM SUPERCENTER - Total For Metro Animal Control</i>			<i>\$83.24</i>
WM SUPERCENTER	Police Investigations	strips to hold name plates	\$13.31
<i>WM SUPERCENTER - Total For Police Investigations</i>			<i>\$13.31</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$156.24

WSP USA INC

WSP USA INC	Capital Projects Fund	North Platte Ped Bridge Enviro	\$780.00
<i>WSP USA INC - Total For Capital Projects Fund</i>			<i>\$780.00</i>
WSP USA INC	River Restoration	NPRR - Environmental Review an	\$2,003.25
<i>WSP USA INC - Total For River Restoration</i>			<i>\$2,003.25</i>
WSP USA INC - ALL DEPARTMENTS			\$2,783.25

WWW.APWA.NET

WWW.APWA.NET	Sewer Administration	APWA membership	\$262.00
WWW.APWA.NET	Sewer Administration	APWA Annual Conference	\$325.00
<i>WWW.APWA.NET - Total For Sewer Administration</i>			<i>\$587.00</i>
WWW.APWA.NET - ALL DEPARTMENTS			\$587.00

WWW.WGGA.ORG

WWW.WGGA.ORG	Field Maintenance	WGGA Conference for John & Paul	\$700.00
--------------	-------------------	---------------------------------	----------

WWW.WGGA.ORG - Total For Field Maintenance	\$700.00
WWW.WGGA.ORG - ALL DEPARTMENTS	\$700.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	I-25 Casper Marginal - WYDOT C	\$1,683.47
WY. DEPT. OF TRANSP - Total For Capital Projects Fund			\$1,683.47
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$1,683.47

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Baler Processing	Equipment Repair unit#141525 grease line r	\$397.90
WY. MACHINERY CO. - Total For Balefill - Baler Processing			\$397.90
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Landfill Loader - repl 141501 / Unit #141547	\$353,254.00
WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill			\$353,254.00
WY. MACHINERY CO.	Capital - One Cent 17	Loader Mounted Snowplow	\$20,305.99
WY. MACHINERY CO. - Total For Capital - One Cent 17			\$20,305.99
WY. MACHINERY CO.	Fleet Maintenance Fund	111104 Equipment Repair	\$633.12
WY. MACHINERY CO. - Total For Fleet Maintenance Fund			\$633.12
WY. MACHINERY CO. - ALL DEPARTMENTS			\$374,591.01

WYOMING BEARING & SU

WYOMING BEARING & SU	Regional Water Operations	Grease for motors, rubber for HS Pump #1 a	\$365.61
WYOMING BEARING & SU - Total For Regional Water Operations			\$365.61
WYOMING BEARING & SU	RWS - Booster Stations	MOUNTAIN VIEW BOOSTER PUMP REINSTAL	\$20.20
WYOMING BEARING & SU - Total For RWS - Booster Stations			\$20.20
WYOMING BEARING & SU	Sewer Wastewater Collection	replacement parts for PDS	\$69.02
WYOMING BEARING & SU - Total For Sewer Wastewater Collection			\$69.02
WYOMING BEARING & SU	Water Distribution	2' TRASH PUMP FITTING	\$8.28
WYOMING BEARING & SU - Total For Water Distribution			\$8.28
WYOMING BEARING & SU - ALL DEPARTMENTS			\$463.11

WYOMING SAFETY INC

WYOMING SAFETY INC	Sewer Wastewater Collection PPE	\$24.37
WYOMING SAFETY INC	Sewer Wastewater Collection PPE	\$21.26

WYOMING SAFETY INC - Total For Sewer Wastewater Collection	\$45.63
--	---------

WYOMING SAFETY INC - ALL DEPARTMENTS	\$45.63
--------------------------------------	---------

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Diversion & Special	Freon Removal- FEBRUARY 2026	\$665.00
----------------------	--------------------------------	------------------------------	----------

WYOMING STEEL & RECY - Total For Balefill - Diversion & Special	\$665.00
---	----------

WYOMING STEEL & RECY - ALL DEPARTMENTS	\$665.00
--	----------

WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Balefill - Disposal & Landfill	UNIFORM FOR LDF CREW	\$125.98
---------------------	--------------------------------	----------------------	----------

WYOMING WORK WAREHOU - Total For Balefill - Disposal & Landfill	\$125.98
---	----------

WYOMING WORK WAREHO	Hogadon - Operations	UNIFORMS	\$133.18
---------------------	----------------------	----------	----------

WYOMING WORK WAREHOU - Total For Hogadon - Operations	\$133.18
---	----------

WYOMING WORK WAREHOU - ALL DEPARTMENTS	\$259.16
--	----------

ZAZZLE INC

ZAZZLE INC	Police Administration	Award plaque	\$60.15
------------	-----------------------	--------------	---------

ZAZZLE INC - Total For Police Administration	\$60.15
--	---------

ZAZZLE INC - ALL DEPARTMENTS	\$60.15
------------------------------	---------

CITYWIDE BILLS AND CLAIMS TOTAL	\$5,114,989.81
---------------------------------	----------------

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
03/17/26

<u>02/26/26</u>	Prewrits - AP Vendor	
	Quality Brands Distribution - Ice Arena Inventory	199.25
		<u>199.25</u>
<u>03/05/26</u>	Prewrits - Travel Reimbursement & Sales Tax	
	Bart Willadson - Travel Reimbursement	170.00
	Mark Anderson - Travel Reimbursement	170.00
	Charlie Simons - Travel Reimbursement	170.00
	Andrew Hamilton - Travel Reimbursement	170.00
	State of Wyo - Dept. of Revenue - Sales Tax	878.53
		<u>1,558.53</u>
Total Additional AP		<u>\$ 1,757.78</u>

Payroll

<u>02/26/26</u>	City Payroll	
	Salary & Wages	1,004,597.89
	Other Employee Liabilities	4,068.95
	Internal Revenue Service	269,210.10
	NCPERS Group	216.00
	Wyoming Retirement System	258,850.08
	State of Wyoming Workers Comp	36,548.84
	State of Wyoming Employee Benefits Insurance	402,251.94
	ICMA Retirement	23,615.76
	Lincoln National Life Insurance	5,475.09
	Orchard Trust Retirement	1,620.00
	Reliastar Life Insurance-Accident/Voya	2,523.46
	Pre-Paid Legal Services	380.11
		<u>2,009,358.22</u>
<u>02/26/26</u>	Fire Payroll	
	Salary & Wages	168,413.87
	Internal Revenue Service	26,522.36
	Wyoming Retirement System	61,010.46
	State of Wyoming Workers Comp	6,391.45
	Orchard Trust Retirement	11,437.37
	Reliastar Life Insurance-Accident/Voya	18.93
		<u>273,794.44</u>
<u>02/26/26</u>	Fire Payroll	
	Salary & Wages	161,609.84
	Other Employee Liabilities	350.00
	Internal Revenue Service	28,574.35
	NCPERS Group	24.00
	Wyoming Retirement System	60,014.91
	State of Wyoming Workers Comp	6,328.11
	State of Wyoming Employee Benefits Insurance	70,804.41
	ICMA Retirement	7,500.00
	Lincoln National Life Insurance	310.99
	Orchard Trust Retirement	11,662.37
	Reliastar Life Insurance-Accident/Voya	201.54
	Pre-Paid Legal Services	28.43
		<u>347,408.95</u>
Total Payroll		<u>\$ 2,630,561.61</u>
Addendum Total		<u>\$ 2,632,319.39</u>

CITY of CASPER, WYOMING
CONFLICT CLAIMS
Council Meeting
03/17/26

Conflict Claims

02/26/26	Michael McIntosh	Travel Reimbursement	\$	318.76
	Patrick Sweeney	Travel Reimbursement	\$	261.00
		Claims Total	\$	<u>579.76</u>

March 6, 2026

MEMO TO: City Council
Janine Jordan, City Manager 

FROM: Eric Nelson, City Attorney
Shane Chaney, Chief of Police

SUBJECT: An Ordinance Prohibiting Vaping in Indoor Public Places and Restricting Sale of Hemp and THC Products to Persons Under 21

Meeting Type & Date

Regular Council Meeting
March 17, 2026

Action Type

Public Hearing and First Reading Ordinance

Recommendation

That City Council conduct the Public Hearing and First Reading of an Ordinance amending Casper Municipal Code to prohibit vaping in indoor public places and to prohibit the sale, delivery, or distribution of hemp-derived and THC-containing products to persons under the age of twenty-one (21).

Summary

The Casper Municipal Code currently prohibits smoking in indoor public places and places of employment and establishes enforcement mechanisms through Chapter 8.16. However, the ordinance does not explicitly address electronic cigarettes or vaping devices, resulting in inconsistent application and enforcement within establishments where smoking is otherwise prohibited.

Additionally, Chapter 9.40 of the Municipal Code prohibits the sale of nicotine products to persons under the age of twenty-one and provides a clear regulatory and enforcement framework. Hemp-derived and THC-containing products are not presently regulated under the same age-restriction structure, despite similar access, marketing, and public health considerations.

Staff have reviewed the current ordinance language and worked with the City Attorney's Office to develop recommended amendments that modernize the Municipal Code, align with evolving public-health standards, and provide clarity for businesses, the public, and enforcement personnel.

Financial Considerations

There are no financial considerations for this change.

Council Priorities

There are several Council priorities applicable to this item:

Safe and Healthy Community:

These proposed amendments promote public health by reducing indoor exposure to aerosolized substances and limiting youth access to age-restricted products, supporting long-term community wellness.

Community Engagement:

The proposed changes respond to increasing community concerns regarding indoor air quality, youth vaping, and access to hemp and THC products. Clarifying the ordinance demonstrates responsiveness to evolving community expectations and public-health concerns.

Good Governance:

Updating the Municipal Code provides for clarity, consistency and enforceability, reducing ambiguity for businesses, citizens and law enforcement.

Oversight/Project Responsibility

Shane Chaney, Chief of Police
City Attorney's Office

Attachments

Red Line Copy of the Ordinance
Final Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTERS 8.16 – SMOKING IN PUBLIC PLACES AND 9.40 – OFFENSES BY OR AGAINST MINORS, OF THE CASPER MUNICIPAL CODE TO PROHIBIT VAPING IN INDOOR PUBLIC PLACES AND TO RESTRICT THE SALE OR DISTRIBUTION OF HEMP-DERIVED AND THC PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE.

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 Wyo. Stat. § 15-1-103(a)(xiii) and (xli); and,

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

WHEREAS, the governing body of the City of Casper, Wyoming adopted various ordinances which were codified into Chapters 8.16 and 9.40 of the Casper Municipal Code to regulate smoking and the sale of tobacco derived products to persons under the age of twenty-one (21) years of age; and,

WHEREAS, the Casper Municipal Code needs updated from time to time and the governing body of the City of Casper wishes to amend the Municipal Code to align the Code with evolving health standards.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of the Casper Municipal Code are amended and shall be codified as set forth below.

**SECTION 1: AMENDMENTS TO VARIOUS SECTIONS IN CHAPTER 8.16 –
SMOKING IN PUBLIC PLACES.**

8.16.020 - Definitions.

As used in this chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

"Business" means any legal entity including, but not limited to, sole proprietorship, partnership, joint venture, corporation or other business entity whether formed for profit-making or nonprofit purposes, including retail or wholesale establishments where goods or services are sold, as well as

professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional or nonprofessional services are delivered.

"City-owned youth athletic facilities" includes, but is not limited to, facilities where youth soccer, baseball, skateboarding and any other youth activities take place, whether the facility is enclosed or not.

"Convention center or facility" means an enclosed area that is designed to hold a convention, trade show, meeting, or seminar where individuals and groups gather to promote and share common interests.

"Electronic smoking device" means any device that can be used to deliver aerosolized or vaporized nicotine, cannabis, hemp-derived substances, or other substances to the person inhaling from the device, including electronic cigarettes, vape pens, or similar devices.

"Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a nonprofit entity.

"Employer" means a person, business, partnership, association, corporation, trust, nonprofit entity, or a municipal corporation that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling or roof that is enclosed on at least three sides by solid walls or windows which extend from the floor to the ceiling or roof, exclusive of doorways.

"Fire chief" means the chief of the Casper Fire-EMS Department.

"Fire department" means the city of Casper Fire-EMS Department.

"Health care facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists with these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards with health care facilities.

"Outdoor patio" means an outdoor area, open to the air at all times, that is either:

1. Enclosed by a roof or other overhead covering and not more than two walls or other side coverings; or
2. Has no roof or other overhead covering at all regardless of the number of walls or other side coverings.

"Performance hall" means any area or facility that is primarily used for the exhibition of any motion picture, stage, drama, lecture, musical recital or other similar performances including, but not limited to, concert halls and theaters.

"Place of employment" means an area under the control of an employer which is intended for occupancy by employees during the course of employment including, but not limited to, work areas, restrooms, conference rooms, meeting rooms, classrooms, waiting areas, offices, stairways, hallways, and employee cafeterias and lounges. A private residence is not a "place of employment" unless it is used as a licensed child care, licensed adult day care, health care or pre-school facility, or any other aforementioned business.

"Private club" means those organizations or entities defined as a "club" in Wyoming Statutes Section 12-1-101(a)(iii), which are not open to the public, and/or a business, organization, or entity in which a membership or the payment of dues or admission fees are required for participation in the activities thereof.

"Public place" means an enclosed area to which the public is invited or in which the public is permitted including, but not limited to, banks, and other financial institutions, publicly funded or owned buildings, school and college buildings, public conveyances, recreational facilities, lounges, taverns and bars, private, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail or wholesale food production and marketing establishments including grocery stores, supermarket and stores where food items are sold for on-premises or off-premises consumption, service establishments, retail or wholesale stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a licensed child care, licensed adult day care, health care or preschool facility.

"Public transportation" means, but is not limited to, any enclosed mode of public transportation, including a train, passenger bus, school bus or other vehicle used to transport pupils, and taxi; or a vehicle that is owned by, or operated by a business and is open to the public, including tour vehicles, passenger buses or vans regularly used to transport customers. Notwithstanding the foregoing, a private vehicle not open to the public or not used for the transportation of the public during the times of use, including a private passenger vehicle, a private charter or rental of a limousine, bus or van, shall not be considered public transportation.

"Restaurant" means an eating establishment including, but not limited to, coffee shops, cafeterias, and public and private school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises and served elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Retail or wholesale stores" mean establishments engaged in the sale of goods or merchandise to the general public for personal or household consumption and rendering services incidental to the

sale of such goods. A retail or wholesale sales establishment is usually a place of business and is engaged in activity to attract the general public to make purchases.

"Service establishments" means establishments in which professional or non-professional services are rendered to a person whether or not a sale of goods or merchandise takes place. Examples would include, but not be limited to, establishments rendering plumbing, electrical, mechanical, medical, legal, architectural or other such services.

"Shopping mall" means an enclosed public walkway or hall area that serves to connect retail sale or professional service establishments.

"Smoke" or "smoking" means the inhaling, exhaling, burning or carrying of any lighted tobacco product, weed, plant, nicotine, or other combustible product in a smoking instrument or the placement of smoking instruments containing a lighted tobacco product, weed, plant, nicotine, or other combustible product in an ashtray or other receptacle and allowing smoke or vapor to diffuse into the air. This definition does not include the burning of incense.

"Smoking instrument" means any cigar, cigarette, or a pipe, hookah, water pipe or other device used for the smoking of tobacco.

"Sports arena" means sports pavilions, stadiums, gymnasiums, health spas, swimming pools, roller and ice rinks, bowling alleys, the Casper Events Center, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

"Tavern, lounge or bar" means any establishment open to the public whose primary source of revenue is from the sale of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

"Tobacco shop" means a business that is dedicated to or predominantly for the sale of tobacco products and accessories for such products, in which the sale of other products or services is incidental.

"Vape shop" means a business that is dedicated to or predominantly for the sale of vaping products, whether they are intended for tobacco or THC or hemp derived products, and accessories for such products, in which the sale of other products or services is incidental.

"Vaping" means the inhalation of aerosol or vapor produced by an electronic smoking device.

"Youth" means any person who has not attained eighteen years of age.

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, §§ 1—8, 6-18-2013; Referendum of 11-4-2015)

8.16.080 Where smoking is not regulated.

- A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions of Sections 8.16.040 and 8.16.050 of this chapter:
1. Private residences, except when used as a licensed child care, licensed adult day care, pre-school or health care facilities;
 2. Hotel and motel rooms that are rented to guests and are designated as smoking rooms;
 3. Outdoor places of employment, except those places covered by the provisions of Section 8.16.060 of this chapter;
 4. Private offices, provided that the private office is not open to public, the public is not invited, and the office is not intended for occupancy by employees during the course of their employment;
 5. Outside patios; provided, however, the opening of any sliding or folding windows or doors or other windows or doors from any part of the border to an outdoor patio shall be closed to prevent the migration of smoke into the enclosed area. If sliding or folding windows or doors or other windows or doors do not prevent the migration of smoke into the enclosed area, the outdoor patio shall be considered an extension of the enclosed area and subject to the prohibitions of this chapter;
 6. Private or business vehicles, except those used for public transportation or owned, leased, or operated by the city of Casper which shall be subject to the provisions of this chapter;
 7. The outside areas of public and private golf courses;
 8. The enclosed area of a ~~tobacco~~ **tobacco or vape** shop; provided, however, no one under the age of majority may enter or be employed in a tobacco shop;

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, §§ 13, 14, 6-18-2013; Referendum of 11-4-2015)

8.16.090 - Smoking prohibited—Other restrictions applicable.

Smoking shall not be permitted, and smoking areas shall not be designated, in those areas where smoking is prohibited by the fire chief, state statute, ordinances or regulations of the city or other applicable laws. Nothing in this chapter shall be interpreted so as to permit smoking where it is otherwise restricted by law. **For purposes of this chapter, smoking shall include vaping and the use of any electronic smoking device.**

(Ord. No. 17-12, § 2, 6-19-2012)

8.16.100 - Posting of signs.

"No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this chapter, by the owner, operator, manager or other person in control of that place.

No Smoking signage shall be deemed sufficient to prohibit vaping without the need for additional signage.

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, § 15, 6-18-2013; Referendum of 11-4-2015)

SECTION 2 – AMENDMENTS TO VARIOUS SECTIONS IN CHAPTER 9.40 – PROHIBITION SALES OR DELIVERY.

Chapter 9.40 – Offenses by or Against Minors – Article IV – Sale of Nicotine Products.

9.40.150 Definitions.

[note to editor: the formatting/numbering of the definitions section was modified so the definitions are alphabetical. The new defined terms are “Hemp-derived product” and “THC-containing product”]

A. As used in this article:

1. “Electronic cigarette” means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;
2. **“Hemp-derived product” means any product intended for human consumption or inhalation that contains hemp or hemp-derived cannabinoids;**
3. "Nicotine products" means tobacco products and electronic cigarettes;
4. "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;
5. "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;

6. **“THC-containing product” means any product containing tetrahydrocannabinol (THC), regardless of concentration or source.**

7. "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;

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

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

(Ord. No. 6-21, § 2, 3-16-2021)

9.40.160 Prohibited sales or delivery.

A. No individual shall sell, offer for sale, give away or deliver nicotine products, hemp-derived products, or THC-containing products to any person under the age of twenty-one (21) years.

B. Any individual violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of not more than:

1. Two hundred fifty dollars for a first violation committed within a twenty-four-month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

2. Five hundred dollars for a second violation committed within a twenty-four-month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

3. Seven hundred fifty dollars for a third or subsequent violation committed within a twenty-four-month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed.

C. No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products hemp-derived products, or THC-containing products to any person under the age of twenty-one (21) years.

- D. Any person violating subsection C. of this section is guilty of a misdemeanor punishable by a fine of not more than:
 - 1. Two hundred fifty dollars for a first violation committed within a twenty-four-month period;
 - 2. Five hundred dollars for a second violation committed within a twenty-four-month period;
 - 3. Seven hundred fifty dollars for a third or subsequent violation committed within a twenty-four-month period.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statutes Section 14-3-302(e).
- F. It is an affirmative defense to a prosecution under subsections A. and C. of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one years of age.
- G. Notwithstanding the provisions of subsection D. of this section, no fine for a violation of subsection C. of this section shall be imposed for a first offense in a twenty-four-month period if the retailer can show it had:
 - 1. Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one years;
 - 2. Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one years;
 - 3. Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and
 - 4. Established and imposed disciplinary sanctions for noncompliance.

(Ord. No. 6-21, § 2, 3-16-2021)

The remainder of this page is intentionally left blank

PASSED on 1st reading the ____ day of _____, 20 ____ .

PASSED on 2nd reading the ____ day of _____, 20 ____ .

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day
of _____, 20 ____ .

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 3-26

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTERS 8.16 – SMOKING IN PUBLIC PLACES AND 9.40 – OFFENSES BY OR AGAINST MINORS, OF THE CASPER MUNICIPAL CODE TO PROHIBIT VAPING IN INDOOR PUBLIC PLACES AND TO RESTRICT THE SALE OR DISTRIBUTION OF HEMP-DERIVED AND THC PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE.

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 Wyo. Stat. § 15-1-103(a)(xiii) and (xli); and,

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

WHEREAS, the governing body of the City of Casper, Wyoming adopted various ordinances which were codified into Chapters 8.16 and 9.40 of the Casper Municipal Code to regulate smoking and the sale of tobacco derived products to persons under the age of twenty-one (21) years of age; and,

WHEREAS, the Casper Municipal Code needs updated from time to time and the governing body of the City of Casper wishes to amend the Municipal Code to align the Code with evolving health standards.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of the Casper Municipal Code are amended and shall be codified as set forth below.

**SECTION 1: AMENDMENTS TO VARIOUS SECTIONS IN CHAPTER 8.16 –
SMOKING IN PUBLIC PLACES.**

8.16.020 - Definitions.

As used in this chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

"Business" means any legal entity including, but not limited to, sole proprietorship, partnership, joint venture, corporation or other business entity whether formed for profit-making or nonprofit purposes, including retail or wholesale establishments where goods or services are sold, as well as

professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional or nonprofessional services are delivered.

"City-owned youth athletic facilities" includes, but is not limited to, facilities where youth soccer, baseball, skateboarding and any other youth activities take place, whether the facility is enclosed or not.

"Convention center or facility" means an enclosed area that is designed to hold a convention, trade show, meeting, or seminar where individuals and groups gather to promote and share common interests.

"Electronic smoking device" means any device that can be used to deliver aerosolized or vaporized nicotine, cannabis, hemp-derived substances, or other substances to the person inhaling from the device, including electronic cigarettes, vape pens, or similar devices.

"Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a nonprofit entity.

"Employer" means a person, business, partnership, association, corporation, trust, nonprofit entity, or a municipal corporation that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling or roof that is enclosed on at least three sides by solid walls or windows which extend from the floor to the ceiling or roof, exclusive of doorways.

"Fire chief" means the chief of the Casper Fire-EMS Department.

"Fire department" means the city of Casper Fire-EMS Department.

"Health care facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists with these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards with health care facilities.

"Outdoor patio" means an outdoor area, open to the air at all times, that is either:

1. Enclosed by a roof or other overhead covering and not more than two walls or other side coverings; or
2. Has no roof or other overhead covering at all regardless of the number of walls or other side coverings.

"Performance hall" means any area or facility that is primarily used for the exhibition of any motion picture, stage, drama, lecture, musical recital or other similar performances including, but not limited to, concert halls and theaters.

"Place of employment" means an area under the control of an employer which is intended for occupancy by employees during the course of employment including, but not limited to, work areas, restrooms, conference rooms, meeting rooms, classrooms, waiting areas, offices, stairways, hallways, and employee cafeterias and lounges. A private residence is not a "place of employment" unless it is used as a licensed child care, licensed adult day care, health care or pre-school facility, or any other aforementioned business.

"Private club" means those organizations or entities defined as a "club" in Wyoming Statutes Section 12-1-101(a)(iii), which are not open to the public, and/or a business, organization, or entity in which a membership or the payment of dues or admission fees are required for participation in the activities thereof.

"Public place" means an enclosed area to which the public is invited or in which the public is permitted including, but not limited to, banks, and other financial institutions, publicly funded or owned buildings, school and college buildings, public conveyances, recreational facilities, lounges, taverns and bars, private, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail or wholesale food production and marketing establishments including grocery stores, supermarket and stores where food items are sold for on-premises or off-premises consumption, service establishments, retail or wholesale stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a licensed child care, licensed adult day care, health care or preschool facility.

"Public transportation" means, but is not limited to, any enclosed mode of public transportation, including a train, passenger bus, school bus or other vehicle used to transport pupils, and taxi; or a vehicle that is owned by, or operated by a business and is open to the public, including tour vehicles, passenger buses or vans regularly used to transport customers. Notwithstanding the foregoing, a private vehicle not open to the public or not used for the transportation of the public during the times of use, including a private passenger vehicle, a private charter or rental of a limousine, bus or van, shall not be considered public transportation.

"Restaurant" means an eating establishment including, but not limited to, coffee shops, cafeterias, and public and private school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises and served elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Retail or wholesale stores" mean establishments engaged in the sale of goods or merchandise to the general public for personal or household consumption and rendering services incidental to the

sale of such goods. A retail or wholesale sales establishment is usually a place of business and is engaged in activity to attract the general public to make purchases.

"Service establishments" means establishments in which professional or non-professional services are rendered to a person whether or not a sale of goods or merchandise takes place. Examples would include, but not be limited to, establishments rendering plumbing, electrical, mechanical, medical, legal, architectural or other such services.

"Shopping mall" means an enclosed public walkway or hall area that serves to connect retail sale or professional service establishments.

"Smoke" or "smoking" means the inhaling, exhaling, burning or carrying of any lighted tobacco product, weed, plant, nicotine, or other combustible product in a smoking instrument or the placement of smoking instruments containing a lighted tobacco product, weed, plant, nicotine, or other combustible product in an ashtray or other receptacle and allowing smoke or vapor to diffuse into the air. This definition does not include the burning of incense.

"Smoking instrument" means any cigar, cigarette, or a pipe, hookah, water pipe or other device used for the smoking of tobacco.

"Sports arena" means sports pavilions, stadiums, gymnasiums, health spas, swimming pools, roller and ice rinks, bowling alleys, the Casper Events Center, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

"Tavern, lounge or bar" means any establishment open to the public whose primary source of revenue is from the sale of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

"Tobacco shop" means a business that is dedicated to or predominantly for the sale of tobacco products and accessories for such products, in which the sale of other products or services is incidental.

"Vape shop" means a business that is dedicated to or predominantly for the sale of vaping products, whether they are intended for tobacco or THC or hemp derived products, and accessories for such products, in which the sale of other products or services is incidental.

"Vaping" means the inhalation of aerosol or vapor produced by an electronic smoking device.

"Youth" means any person who has not attained eighteen years of age.

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, §§ 1—8, 6-18-2013; Referendum of 11-4-2015)

8.16.080 Where smoking is not regulated.

- A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions of Sections 8.16.040 and 8.16.050 of this chapter:
1. Private residences, except when used as a licensed child care, licensed adult day care, pre-school or health care facilities;
 2. Hotel and motel rooms that are rented to guests and are designated as smoking rooms;
 3. Outdoor places of employment, except those places covered by the provisions of Section 8.16.060 of this chapter;
 4. Private offices, provided that the private office is not open to public, the public is not invited, and the office is not intended for occupancy by employees during the course of their employment;
 5. Outside patios; provided, however, the opening of any sliding or folding windows or doors or other windows or doors from any part of the border to an outdoor patio shall be closed to prevent the migration of smoke into the enclosed area. If sliding or folding windows or doors or other windows or doors do not prevent the migration of smoke into the enclosed area, the outdoor patio shall be considered an extension of the enclosed area and subject to the prohibitions of this chapter;
 6. Private or business vehicles, except those used for public transportation or owned, leased, or operated by the city of Casper which shall be subject to the provisions of this chapter;
 7. The outside areas of public and private golf courses;
 8. The enclosed area of a tobacco or vape shop; provided, however, no one under the age of majority may enter or be employed in a tobacco shop;

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, §§ 13, 14, 6-18-2013; Referendum of 11-4-2015)

8.16.090 - Smoking prohibited—Other restrictions applicable.

Smoking shall not be permitted, and smoking areas shall not be designated, in those areas where smoking is prohibited by the fire chief, state statute, ordinances or regulations of the city or other applicable laws. Nothing in this chapter shall be interpreted so as to permit smoking where it is otherwise restricted by law. For purposes of this chapter, smoking shall include vaping and the use of any electronic smoking device.

(Ord. No. 17-12, § 2, 6-19-2012)

8.16.100 - Posting of signs.

"No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this chapter, by the owner, operator, manager or other person in control of that place. No Smoking signage shall be deemed sufficient to prohibit vaping without the need for additional signage.

(Ord. No. 17-12, § 2, 6-19-2012; Ord. No. 15-13, § 15, 6-18-2013; Referendum of 11-4-2015)

SECTION 2 – AMENDMENTS TO VARIOUS SECTIONS IN CHAPTER 9.40 – PROHIBITION SALES OR DELIVERY.

Chapter 9.40 – Offenses by or Against Minors – Article IV – Sale of Nicotine Products.

9.40.150 Definitions.

[note to editor: the formatting/numbering of the definitions section was modified so the definitions are alphabetical. The new defined terms are “Hemp-derived product” and “THC-containing product”]

A. As used in this article:

1. “Electronic cigarette” means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;
2. “Hemp-derived product” means any product intended for human consumption or inhalation that contains hemp or hemp-derived cannabinoids;
3. "Nicotine products" means tobacco products and electronic cigarettes;
4. "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;

5. "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;
6. "THC-containing product" means any product containing tetrahydrocannabinol (THC), regardless of concentration or source.
7. "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;
8. "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. "Vapor material" includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette; and
9. "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses nicotine products.

(Ord. No. 6-21, § 2, 3-16-2021)

9.40.160 Prohibited sales or delivery.

- A. No individual shall sell, offer for sale, give away or deliver nicotine products, hemp-derived products, or THC-containing products to any person under the age of twenty-one (21) years.
- B. Any individual violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of not more than:
 1. Two hundred fifty dollars for a first violation committed within a twenty-four-month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed or each hour of tobacco or nicotine cessation program attended;
 2. Five hundred dollars for a second violation committed within a twenty-four-month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed or each hour of tobacco or nicotine cessation program attended;
 3. Seven hundred fifty dollars for a third or subsequent violation committed within a twenty-four-month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of ten dollars for each hour of work performed.

- C. No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products hemp-derived products, or THC-containing products to any person under the age of twenty-one (21) years.
- D. Any person violating subsection C. of this section is guilty of a misdemeanor punishable by a fine of not more than:
 - 1. Two hundred fifty dollars for a first violation committed within a twenty-four-month period;
 - 2. Five hundred dollars for a second violation committed within a twenty-four-month period;
 - 3. Seven hundred fifty dollars for a third or subsequent violation committed within a twenty-four-month period.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statutes Section 14-3-302(e).
- F. It is an affirmative defense to a prosecution under subsections A. and C. of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one years of age.
- G. Notwithstanding the provisions of subsection D. of this section, no fine for a violation of subsection C. of this section shall be imposed for a first offense in a twenty-four-month period if the retailer can show it had:
 - 1. Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one years;
 - 2. Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one years;
 - 3. Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and
 - 4. Established and imposed disciplinary sanctions for noncompliance.

(Ord. No. 6-21, § 2, 3-16-2021)

The remainder of this page is intentionally left blank

PASSED on 1st reading the ____ day of _____, 20 ____ .

PASSED on 2nd reading the ____ day of _____, 20 ____ .

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day
of _____, 20 ____ .

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 17, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Shane Chaney, Chief of Police
Ryan Dabney, Police Operations Captain
Jodi Decker, Metro Animal Services Manager

SUBJECT: An Ordinance Amending Casper Municipal Code to Add Provisions
Allowing Domesticated Fowl to be Kept in City Limits

Meeting Type & Date

Regular Council Meeting - March 3, 2026

Action Type

Public Hearing and First Reading Ordinance

Recommendation

That City Council approves, on first reading, an ordinance amending Sections 6.04.001, 6.04.010, 6.04.040, 6.04.260, and 6.04.270 of the Casper Municipal Code to allow domesticated fowl within city limits.

Summary

Currently only hen chickens can be kept within city limits; however, several citizens have approached Metro Animal Services about amending the Casper Municipal Code to include nongame quail and other similar nongame birds for their egg production. Per the Wyoming Board of Livestock and the Wyoming Game and Fish Department, there are several non-game birds that are defined as "poultry." These birds are just as clean if not cleaner than chickens and would not violate any noise or nuisance ordinances. Staff's intent in this change is only to broaden the type of fowl allowed in city limits. If the ordinance is approved, all current constraints on hen chickens would be applicable to the other fowl allowed within city limits.

Staff reviewed the existing ordinance in collaboration with the City Attorney's Office and developed proposed amendments to update the Municipal Code. On January 13, 2026, staff presented these proposed amendments to City Council at a work session. Council gave their support to move the changes forward for formal consideration at an upcoming regular Council meeting.

This ordinance change requires a public hearing and three readings of the ordinance. March 3, 2026, is the date of the public hearing and first reading of the ordinance. If approved on first reading, the ordinance will be moved for consideration at a second reading, and if approved on second reading, the ordinance will be moved for consideration at a third reading for final adoption.

Financial Considerations

No financial considerations

Council Priorities

There are several Council priorities applicable to this item:

Safe and Healthy Community: This item focuses on enhancing best practices in animal welfare and wildlife control strategies, ensuring citizens can legally keep quail.

Community Engagement: This item fosters public engagement and trust with the city. It shows that the City has heard their appeals and is willing to address them. With there being no adverse reason for this to be legal, changing the ordinance will help strengthen our community connection and show we listen, hear and act for the citizens.

Internal Good Governance, Fiscal Management, and Customer Service: This item drives proactive legislative involvement and engagement by encouraging our citizens to make a change to the ordinances and work towards adding quail, rather than just ignoring the ordinance and having quail in city limits anyway.

Oversight/Project Responsibility

Metro Animal Service Manager – Jodi Decker

Attachments

Redlined Ordinance

Final Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 6.04.001, 6.04.010, 6.04.040, 6.04.260, AND 6.04.270 OF THE CASPER MUNICIPAL CODE TO ALLOW THE KEEPING OF DOMESTICATED FOWL WITHIN CITY LIMITS.

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 Wyo. Stat. § 15-1-103(a)(xiii) and (xli); and,

WHEREAS, on August 18, 2015, the Governing Body of the City of Casper adopted Ordinance No. 19-15, establishing rules and regulations to allow the keeping of chicken hens within the City limits; and,

WHEREAS, the impact of keeping chicken hens within City limits has been positive for our community and has not significantly impacted the resources of Metro Animal Control Services; and,

WHEREAS, several citizens and groups have approached City staff and have requested the City to modify the Casper Municipal Code to allow for the keeping of domesticated fowl within City limits; and,

WHEREAS, the Governing Body wishes to amend certain sections of the Casper Municipal Code to allow domesticated fowl to be kept within City limits under the rules and regulations set forth in the Code; and,

WHEREAS, the keeping of chickens and domesticated fowl in the City supports a local, sustainable food system by providing an affordable, nutritious source of protein through fresh eggs and also provides free nitrogen-rich fertilizer, chemical free pest control, animal companionship and pleasure, and weed control; and,

WHEREAS, the keeping of chickens and domesticated fowl increases food security for the residents of the City and decreases the dependence on others to provide food for our community; and,

WHEREAS, the keeping of chickens and domesticated fowl provides an educational experience for the youth of our community and encourages active participation in caring for animals and producing locally grown food; and,

WHEREAS, when properly regulated, the keeping of chickens and domesticated fowl does not cause a public nuisance to any greater extent than the keeping of other regular domesticated pets, such as cats and dogs; and,

WHEREAS, citizens of Casper are entitled to the enjoyment and use of their personal property to the extent that the use does not infringe on the rights of others; and,

WHEREAS, private covenants, which the City does not enforce, may impose more strict regulations on the use of private properties, including the prohibition of chickens and domesticated fowl, and constitutes a contract between the residents of a specified area or subdivision, without the need for government regulation or intervention; and,

WHEREAS, it is the desire of the Governing Body of the City of Casper to amend certain sections of Chapter 6.04 of the Casper Municipal Code to allow the keeping of domesticated fowl and chicken hens within the City limits, subject to the regulations set forth within the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of the Casper Municipal Code are amended and shall be codified as set forth below:

6.04.001 - Purpose and intent.

The purposes of this chapter are to promote the public health, safety, and general welfare of the citizens and visitors of the city of Casper, and promote the health and safety of animals.

(Ord. No. 1-19, 2-19-2019)

6.04.010 - Definitions. [***editor note – only subsections 12. and 28. are modified, all other sections remain unchanged.]

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:

12. "~~Chicken~~" "Domesticated Fowl" a domesticated fowl, is a tamed fowl kept for its production of eggs and meat.

28. "Fowl" includes feathered animals, regardless of age, ~~excluding parrots and chickens.~~

6.04.040 - Keeping of pets, livestock or fowl; limitations; feeding of non-domesticated animals prohibited.

A. Number permitted.

1. It shall be unlawful for any person to keep more than three cats and three dogs on any premises within the City limits of Casper, except kennels and catteries will be allowed in the City only in areas properly zoned for this type of business.
2. No non domesticated fowl or livestock shall be kept on any lot or tract of land located in a residentially zoned area of the City; this applies to any and all ungulates.

3. No more than ten of any other pet shall be permitted on a single premises, excluding fish, rodents and small cage birds.

B. Fencing Requirements.

1. Unless otherwise provided, where fencing is required by this chapter, it shall be at least three feet in height and constructed of a material sufficient to confine the animal.
2. Escape of an animal covered by this chapter shall be presumptive evidence that the owner's fence does not sufficiently control the animal.

C. Feeding of Non-domesticated Animals Prohibited.

1. It shall be unlawful for any person to provide shelter, feed, or to otherwise entice any non-domesticated animal(s) to gather or frequent, with the exception of common songbirds and feral cats maintained by a keeper, onto any public area or onto the property of the person. This shall not apply to property owners attempting to trap non-domesticated animal(s) already coming onto their property by use of a live box trap.
2. A "keeper" is any person or organization, harboring, regularly feeding or having in his or its possession any feral cat or dog who permits a feral cat or feral dog to habitually be or remain on or be lodged or fed within such person's property or premises. A keeper of a feral cat or feral dog shall be deemed the animal's owner for all purposes and shall be responsible for the health care of such animal and liable for the damages created by such animal.

(Ord. No. 1-19, 2-19-2019; Ord. No. 16-20, 9-1-2020; Ord. No. 14-23, 8-15-2023)

Editor's note— Ord. No. 16-20, adopted Sept. 1, 2020, changed the title of § 6.04.040 from "Keeping of pets, livestock or fowl; limitations" to read as herein set out.

6.04.260 - Fowl—Other than chickens—Location restrictions.

Ducks, geese ~~or~~, turkeys, or peacocks may be kept and maintained within the Animal Control District only in areas which are properly zoned for such use, or a zoning board of adjustment exception has been allowed. Such exceptions may be granted for organized youth group projects.

(Ord. No. 1-19, 2-19-2019)

6.04.270 - Chicken hens and Domesticated Fowl—Enclosure and other limitations.

Chicken hens and Domesticated fowl shall be permitted in association with an occupied single-family residential dwelling/structure as an accessory use, subject to the following regulations:

1. The maximum number of chicken hens and domesticated fowl permitted shall be six in total.
2. No roosters shall be permitted, with the exception that roosters shall be permitted in the AG (urban agriculture) zoning district.

3. Only chicken hens and domesticated fowl shall be permitted. Chicken hens may be any breed or crossbreed of chicken. Domesticated fowl may be any fowl allowed to be possessed in accordance with Wyoming Game and Fish possession of live warm-blooded wildlife. No hybrids will be allowed unless properly zoned, or a conditional use permit has been approved by the planning and zoning commission.
4. Chicken hens and domesticated fowl shall be provided with a covered, fully enclosed and predator-resistant coop which is adequately ventilated, designed for easy access for cleaning, and shall consist of an enclosed area (may include the pen) of at least five square feet per chicken hen and domesticated fowl. Chicken hens and domesticated fowl shall be protected from predators by being enclosed in the coop from dusk until dawn.
5. During daylight hours, the chicken hens and domesticated fowl shall have access to the coop/pen at all times. If the chicken hens and domesticated fowl are permitted outside of the coop/pen, then the area which they have access to must be secured, with a minimum of a six foot high privacy fence, and if necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.
6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend on the number of chicken hens, the type of litter, the area of the coop, and the weather. Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested eggs, and the owner's responsibilities.
7. No butchering of chickens of domesticated fowl is permitted within the city limits.
8. Coops and pens shall be constructed a minimum of six feet from side and rear property lines, and are only permitted in the rear yard of a home. If an alley is located adjacent to the property, the minimum setback for the coop/pen shall be three feet from the alley.
9. It is unlawful for chicken hens and domesticated fowl to be at large, as defined in Section 6.04.010. Any chicken hen or domesticated fowl found to be at large may be taken into possession and impounded by Metro Animal Services, and shall be adopted, rehomed or euthanized if not reclaimed within five working days.
10. Chicken hens and domesticated fowl shall be provided with access to adequate and fresh water at all times, and in a manner to prevent the water from freezing.
11. No coop shall exceed a footprint of sixty square feet, or shall exceed a height of seven feet at the highest point of the roof.
12. ~~Chicken f~~Feed shall be stored in an airtight, metal container to discourage attracting mice, rats, and other vermin.
13. Chicken hens and domesticated fowl shall be confined in such a fashion as to prevent them from coming into contact with wild ducks or geese or their excrement.
14. The requirements of this section are minimum requirements and do not affect any private controls, including any more stringent regulations or prohibitions on the keeping of chicken hens and domesticated fowl contained in private covenants. Nothing in this chapter shall affect the authority of any owners' association to adopt and enforce more stringent

standards for the keeping of chicken hens and domesticated fowl, or to prohibit outright the keeping of chicken hens or domesticated fowl on any property within the jurisdiction of such association.

(Ord. No. 1-19, 2-19-2019)

The remainder of this page is intentionally left blank.

PASSED on 1st reading the ____ day of _____, 20____.

PASSED on 2nd reading the ____ day of _____, 20____.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 20____.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 2-26

AN ORDINANCE AMENDING SECTIONS 6.04.001, 6.04.010, 6.04.040, 6.04.260, AND 6.04.270 OF THE CASPER MUNICIPAL CODE TO ALLOW THE KEEPING OF DOMESTICATED FOWL WITHIN CITY LIMITS.

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 Wyo. Stat. § 15-1-103(a)(xiii) and (xli); and,

WHEREAS, on August 18, 2015, the Governing Body of the City of Casper adopted Ordinance No. 19-15, establishing rules and regulations to allow the keeping of chicken hens within the City limits; and,

WHEREAS, the impact of keeping chicken hens within City limits has been positive for our community and has not significantly impacted the resources of Metro Animal Control Services; and,

WHEREAS, several citizens and groups have approached City staff and have requested the City to modify the Casper Municipal Code to allow for the keeping of domesticated fowl within City limits; and,

WHEREAS, the Governing Body wishes to amend certain sections of the Casper Municipal Code to allow domesticated fowl to be kept within City limits under the rules and regulations set forth in the Code; and,

WHEREAS, the keeping of chickens and domesticated fowl in the City supports a local, sustainable food system by providing an affordable, nutritious source of protein through fresh eggs and also provides free nitrogen-rich fertilizer, chemical free pest control, animal companionship and pleasure, and weed control; and,

WHEREAS, the keeping of chickens and domesticated fowl increases food security for the residents of the City and decreases the dependence on others to provide food for our community; and,

WHEREAS, the keeping of chickens and domesticated fowl provides an educational experience for the youth of our community and encourages active participation in caring for animals and producing locally grown food; and,

WHEREAS, when properly regulated, the keeping of chickens and domesticated fowl does not cause a public nuisance to any greater extent than the keeping of other regular domesticated pets, such as cats and dogs; and,

WHEREAS, citizens of Casper are entitled to the enjoyment and use of their personal property to the extent that the use does not infringe on the rights of others; and,

WHEREAS, private covenants, which the City does not enforce, may impose more strict regulations on the use of private properties, including the prohibition of chickens and domesticated fowl, and constitutes a contract between the residents of a specified area or subdivision, without the need for government regulation or intervention; and,

WHEREAS, it is the desire of the Governing Body of the City of Casper to amend certain sections of Chapter 6.04 of the Casper Municipal Code to allow the keeping of domesticated fowl and chicken hens within the City limits, subject to the regulations set forth within the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of the Casper Municipal Code are amended and shall be codified as set forth below:

6.04.001 - Purpose and intent.

The purposes of this chapter are to promote the public health, safety, and general welfare of the citizens and visitors of the city of Casper, and promote the health and safety of animals.

(Ord. No. 1-19, 2-19-2019)

6.04.010 - Definitions. [***editor note – only subsections 12. and 28. are modified, all other sections remain unchanged.]

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:

12. "Domesticated Fowl" a domesticated fowl, is a tamed fowl kept for its production of eggs and meat.

28. "Fowl" includes feathered animals, regardless of age.

6.04.040 - Keeping of pets, livestock or fowl; limitations; feeding of non-domesticated animals prohibited.

A. Number permitted.

1. It shall be unlawful for any person to keep more than three cats and three dogs on any premises within the City limits of Casper, except kennels and catteries will be allowed in the City only in areas properly zoned for this type of business.
2. No non domesticated fowl or livestock shall be kept on any lot or tract of land located in a residentially zoned area of the City; this applies to any and all ungulates.

3. No more than ten of any other pet shall be permitted on a single premises, excluding fish, rodents and small cage birds.

B. Fencing Requirements.

1. Unless otherwise provided, where fencing is required by this chapter, it shall be at least three feet in height and constructed of a material sufficient to confine the animal.
2. Escape of an animal covered by this chapter shall be presumptive evidence that the owner's fence does not sufficiently control the animal.

C. Feeding of Non-domesticated Animals Prohibited.

1. It shall be unlawful for any person to provide shelter, feed, or to otherwise entice any non-domesticated animal(s) to gather or frequent, with the exception of common songbirds and feral cats maintained by a keeper, onto any public area or onto the property of the person. This shall not apply to property owners attempting to trap non-domesticated animal(s) already coming onto their property by use of a live box trap.
2. A "keeper" is any person or organization, harboring, regularly feeding or having in his or its possession any feral cat or dog who permits a feral cat or feral dog to habitually be or remain on or be lodged or fed within such person's property or premises. A keeper of a feral cat or feral dog shall be deemed the animal's owner for all purposes and shall be responsible for the health care of such animal and liable for the damages created by such animal.

(Ord. No. 1-19, 2-19-2019; Ord. No. 16-20, 9-1-2020; Ord. No. 14-23, 8-15-2023)

Editor's note— Ord. No. 16-20, adopted Sept. 1, 2020, changed the title of § 6.04.040 from "Keeping of pets, livestock or fowl; limitations" to read as herein set out.

6.04.260 - Fowl—Other than chickens—Location restrictions.

Ducks, geese, turkeys, or peacocks may be kept and maintained within the Animal Control District only in areas which are properly zoned for such use, or a zoning board of adjustment exception has been allowed. Such exceptions may be granted for organized youth group projects.

(Ord. No. 1-19, 2-19-2019)

6.04.270 -Chicken hens and Domesticated Fowl—Enclosure and other limitations.

Chicken hens and Domesticated fowl shall be permitted in association with an occupied single-family residential dwelling/structure as an accessory use, subject to the following regulations:

1. The maximum number of chicken hens and domesticated fowl permitted shall be six in total.
2. No roosters shall be permitted, with the exception that roosters shall be permitted in the AG (urban agriculture) zoning district.

3. Only chicken hens and domesticated fowl shall be permitted. Chicken hens may be any breed or crossbreed of chicken. Domesticated fowl may be any fowl allowed to be possessed in accordance with Wyoming Game and Fish possession of live warm-blooded wildlife. No hybrids will be allowed unless properly zoned, or a conditional use permit has been approved by the planning and zoning commission.
4. Chicken hens and domesticated fowl shall be provided with a covered, fully enclosed and predator-resistant coop which is adequately ventilated, designed for easy access for cleaning, and shall consist of an enclosed area (may include the pen) of at least five square feet per chicken hen and domesticated fowl. Chicken hens and domesticated fowl shall be protected from predators by being enclosed in the coop from dusk until dawn.
5. During daylight hours, the chicken hens and domesticated fowl shall have access to the coop/pen at all times. If the chicken hens and domesticated fowl are permitted outside of the coop/pen, then the area which they have access to must be secured, with a minimum of a six foot high privacy fence, and if necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.
6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend on the number of chicken hens, the type of litter, the area of the coop, and the weather. Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested eggs, and the owner's responsibilities.
7. No butchering of chickens or domesticated fowl is permitted within the city limits.
8. Coops and pens shall be constructed a minimum of six feet from side and rear property lines, and are only permitted in the rear yard of a home. If an alley is located adjacent to the property, the minimum setback for the coop/pen shall be three feet from the alley.
9. It is unlawful for chicken hens and domesticated fowl to be at large, as defined in Section 6.04.010. Any chicken hen or domesticated fowl found to be at large may be taken into possession and impounded by Metro Animal Services, and shall be adopted, rehomed or euthanized if not reclaimed within five working days.
10. Chicken hens and domesticated fowl shall be provided with access to adequate and fresh water at all times, and in a manner to prevent the water from freezing.
11. No coop shall exceed a footprint of sixty square feet, or shall exceed a height of seven feet at the highest point of the roof.
12. Feed shall be stored in an airtight, metal container to discourage attracting mice, rats, and other vermin.
13. Chicken hens and domesticated fowl shall be confined in such a fashion as to prevent them from coming into contact with wild ducks or geese or their excrement.
14. The requirements of this section are minimum requirements and do not affect any private controls, including any more stringent regulations or prohibitions on the keeping of chicken hens and domesticated fowl contained in private covenants. Nothing in this chapter shall affect the authority of any owners' association to adopt and enforce more stringent

standards for the keeping of chicken hens and domesticated fowl, or to prohibit outright the keeping of chicken hens or domesticated fowl on any property within the jurisdiction of such association.

(Ord. No. 1-19, 2-19-2019)

The remainder of this page is intentionally left blank.

PASSED on 1st reading the ____ day of _____, 20____.

PASSED on 2nd reading the ____ day of _____, 20____.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 20____.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 13, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: Public Hearing for Consideration of an Ordinance Approving the Final Plat of the "Valley Hills Addition No. 3" Subdivision, and the Zoning of Valley Hills Addition No. 3 as R-2 (One Unit Residential).

Meeting Type & Date:

Regular Council Meeting, February 17, 2026.

Action Type:

Ordinance & Public Hearing

Recommendation:

That Council, on first reading of the ordinance, approve a vacation, final plat, subdivision agreement and zone change for the "Valley Hills Addition No. 3" subdivision in the City of Casper, Wyoming. If approved by Council on first reading, the ordinance will be moved for consideration at a second reading, and if approved on second reading, the ordinance will be moved for consideration at a third reading for final adoption.

Summary:

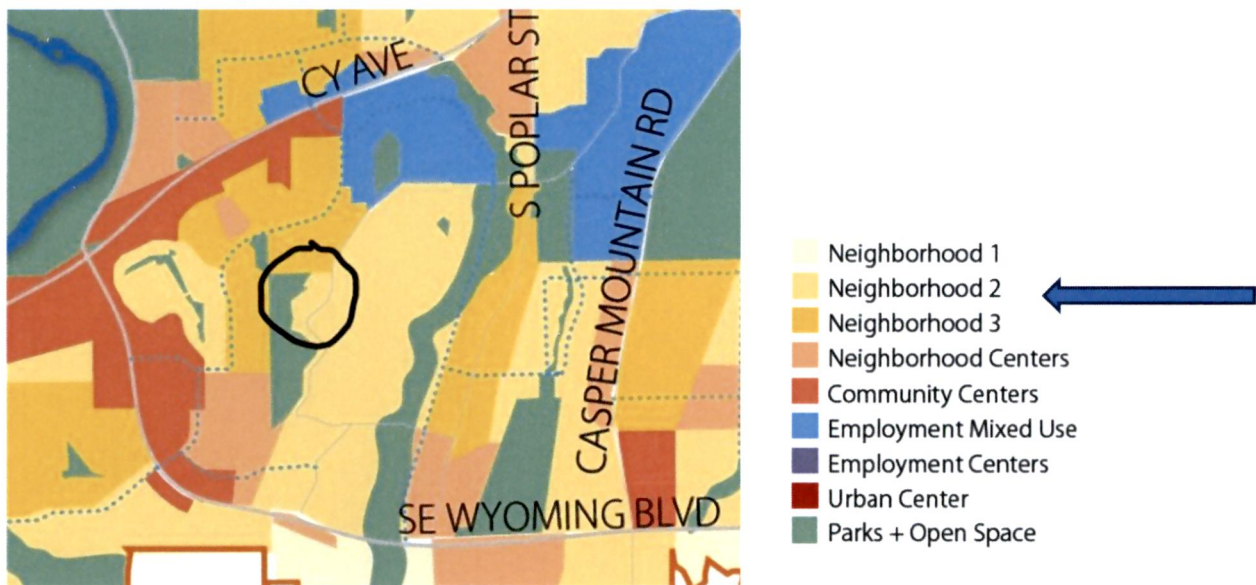
Application has been made for plat approval of the Valley Hills Addition No. 3, consisting of a single, 1.05-acre lot located at 2250 Mariposa Blvd. Valley Hills Addition No. 3 is a consolidation of multiple parcels, including a replat of a portion of Lot 1075 & Tract 5, Valley Hills No. 2, and two (2) adjacent unplatted properties, including a portion of the vacated Riverview Addition and a vacated Power Line right-of-way.

The property currently consists of parcels zoned R-2 (One Unit Residential), R-4 (High Density Residential) and the former Power Line right-of-way is unzoned. As a result of the consolidation and reconfiguration of the parcels, it is also necessary to establish a single, cohesive zoning classification. The applicants have requested R-2 (One Unit Residential) zoning. All uses in the area are residential. A residential structure is currently under construction on the subject property. The final, Certificate of Occupancy is contingent upon the successful completion of the plat and rezoning.

Surrounding Zoning:

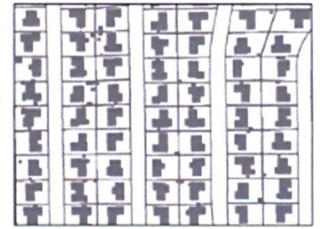
- North R-5 (Mixed Residential);
- West: R-1 (Residential Estate);
- South: R-1 (Residential Estate);
- East: R-2 (One Unit Residential).

Section 17.12.170 of the Casper Municipal Code provides guidance on zone change requests and requires that staff provide a report as to the request's conformance with the Comprehensive Land Use Plan. The Future Land Use Map is the illustrative map within the Comprehensive Plan (Page 4-26) that identifies the physical distribution of land uses and forms the basis for future zoning and land use regulations. The FLU Map identifies the subject property as being in an area designated as "Neighborhood 2." The Neighborhood 2 classification is characterized as a conventional, detached, single and multi-family neighborhood built in a traditional development pattern.



Future Land Use Plan information for the subject area (Generation Casper Comprehensive Land Use Plan – pg. 4-26)

Neighborhood 2



GENERAL CHARACTERISTICS	PRIMARY USES	RES. DENSITY	NON-RES. FAR	BUILDING HEIGHT
Single- and multifamily neighborhoods built on a traditional development pattern, served by a highly connected street pattern, and interspersed with schools, public facilities, walkable neighborhood amenities, parks and trails. This designation exists throughout most of the city. A neighborhood center and park and/or open space should be integrated within every neighborhood.	Conventional, detached, single-family units, twin homes, and multi-family up to 10 DUs/Acre.	3 - 10 DU/Acre	NA	1 - 3 Stories

Future Land Use Category “Neighborhood 2” (Generation Casper Comprehensive Land Use Plan – pg. 4-30)

The Planning and Zoning Commission voted to support the plat and zone change request after a public hearing on December 11, 2025. 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:

None.

Council Priorities:

Fostering and Promoting Economic Vitality

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing plat/subdivision and zoning requests.

Attachments:

Location Map

Zoning Map

Ordinance

Subdivision Agreement

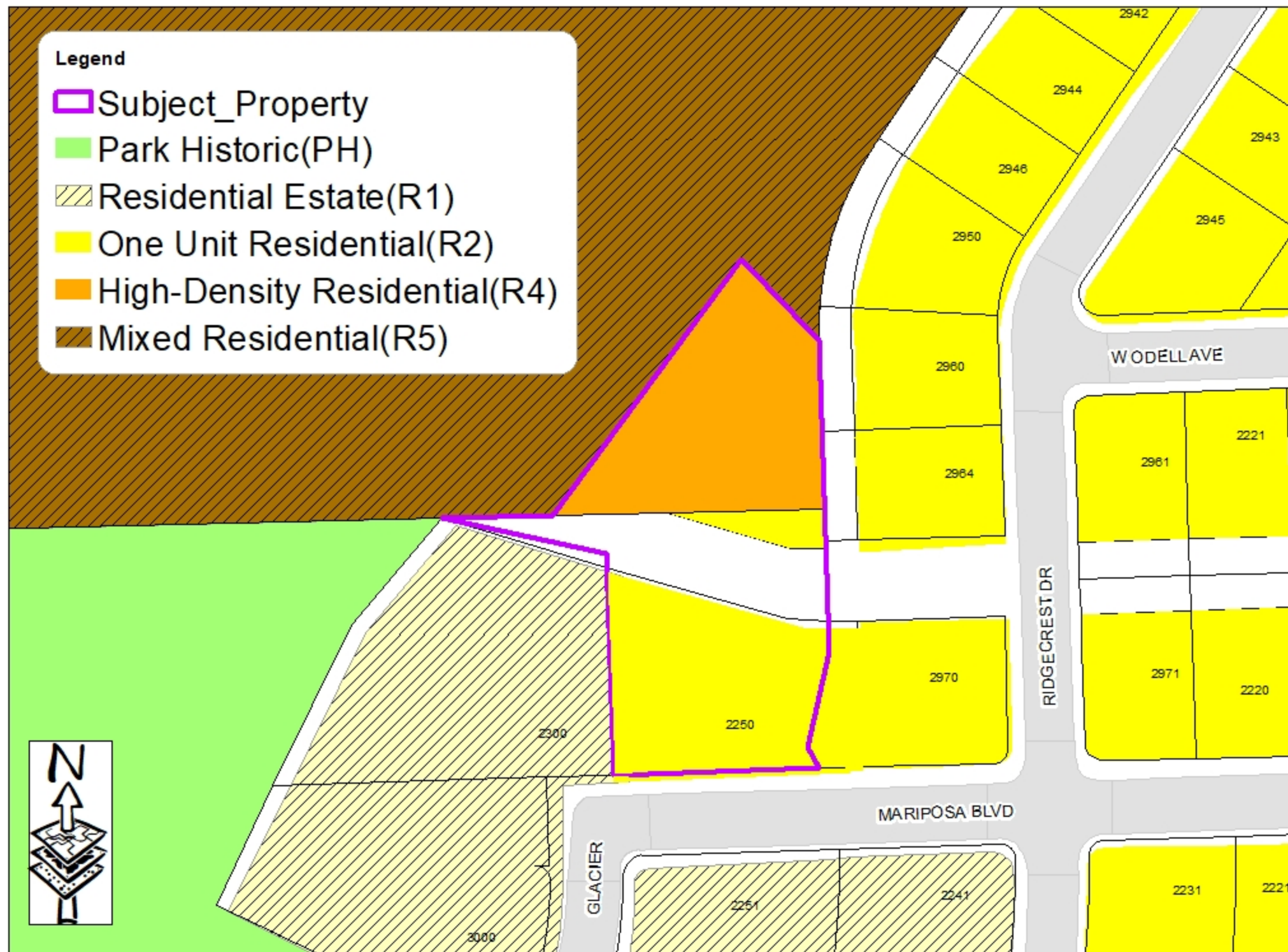
This aerial map displays a residential neighborhood. A specific property is highlighted in light blue, situated at the intersection of Ridgecrest Dr and Mariposa Blvd. The property is bounded by Glacier St to the west and Wodell Ave to the east. Surrounding properties are labeled with their addresses, including 2940, 2941, 2943, 2945, 2946, 2950, 2960, 2964, 2970, 2200, 2201, 2210, 2220, 2221, 2141, 2231, 2241, 3010, 3031, 3050, and 3100. A north arrow is located in the bottom left corner, and a legend in the bottom right corner identifies the blue-shaded area as the 'Subject_Property'.



Valley Hills Addition No. 3

Legend

-  Subject_Property
-  Park Historic(PH)
-  Residential Estate(R1)
-  One Unit Residential(R2)
-  High-Density Residential(R4)
-  Mixed Residential(R5)



VALLEY HILLS ADDITION NO. 3 SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 7 day of January, 2026, 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. Skyline Construction, LLC, PO Box 52086, Casper, Wyoming 82605 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for approval of a vacation and replat of Part of Lot 1075 and Tract 5, Valley Hills No. 2, and Unplatted Portions of Section 20 and 17, T.33N., R.79W., to create the Valley Hills Addition No. 3, located at 2250 Mariposa Blvd.
- C. A plat of Valley Hills Addition No. 3 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before

the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in

AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

Skyline Construction, LLC
PO Box 52086
Casper, Wyoming 82605

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

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

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

[Signature pages follow.]

Signature Page for the City of Casper, Wyoming

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

My Commission Expires: _____

Signature Page for the Owner

WITNESS:

OWNER

Skyline Construction, LLC

By: Pamela S. Jones

By: [Signature]

Printed Name: Pamela S. Jones

Printed Name: Rafael Ruiz

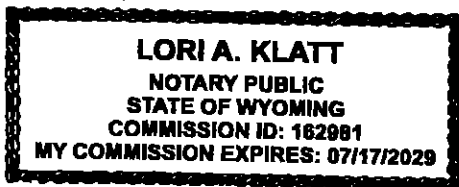
Title: Grant Specialist

Title: Owner / Authorized Signer

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 7th day of January, 2026, by Rafael Ruiz, as the Managing Member of Skyline Construction, LLC.

(Seal, if any)



[Signature]
(Signature of notarial officer)

Administrative Specialists
Title (and Rank)

My Commission Expires: 7/17/2029

ORDINANCE NO. 1-26

AN ORDINANCE APPROVING A VACATION, FINAL PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE VALLEY HILLS ADDITION NO. 3 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat part of Lot 1075 & Tract 5, Valley Hills No. 2, and to plat a portion of the NW1/4NW1/4, Section 20, and a portion of the SW1/4SW1/4, Section 17, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, to create Valley Hills Addition No. 3, located at 2250 Mariposa Boulevard; and,

WHEREAS, an application has also been made to zone all of the Valley Hills Addition No. 3 subdivision R-2 (One Unit Residential); and,

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

WHEREAS, the vacation, plat and zone change require approval by ordinance, following a public hearing; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the vacation, plat and zoning requests at their December 11, 2025 public hearing; and,

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

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

SECTION 1:

That the vacation and final plat creating Valley Hills Addition No. 3 subdivision is hereby approved.

SECTION 2:

That the subdivision agreement for the Valley Hills Addition No. 3 subdivision is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

That the zoning of the Valley Hills Addition No. 3 as R-2 (One Unit Residential) is hereby approved.

SECTION 4:

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

PASSED on 1st reading the ____ day of _____, 20 ____.

PASSED on 2nd reading the ____ day of _____, 20 ____.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20 ____.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 19, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Ethan Yonker, P.E., Interim Public Services Director
Shane Chaney, Chief of Police
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing a CORRECTED Guaranteed Maximum Price Contract Amendment No. 2 for Construction Management Services with Sampson Construction Company, Inc., in the amount of \$13,033,384, for the Casper Business Center Police Remodel Phase 2, Project No. 23-023.

Meeting Type & Date:

Regular Council Meeting
March 17, 2026

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a CORRECTED Guaranteed Maximum Price Contract Amendment No. 2 for Construction and Management Services with Sampson Construction Company, Inc., in the amount of \$13,033,384, for the Casper Business Center Police Remodel Phase 2, Project No. 23-023.

Summary:

The proposed Casper Business Center Police Remodel Project includes critical reconstruction for the City of Casper. The eight (8) floor building was purchased with the primary goal of housing the complete Casper Police Department, along with the Information Technology division to provide support from this large, centralized facility. The building underwent demolition and asbestos abatement work which was completed in Spring 2025. The new design by Police Facilities Design Group (PFDG) will bring the building up to modern building code compliance and provide a useful space for existing and future operations of the Casper Police Department.

On October 7, 2025, City Council approved a contract amendment for a Guaranteed Maximum Price (GMP) for Sampson Construction to undertake Phase 2 of the project. However, based on the format of the price proposal, City staff made an error in the amendment amount, which should have been \$13,033,384, instead of \$13,423,752. This error was due to the fact that previous contract amounts of \$67,400 (Original Contract) and \$322,968 (Amendment No. 1) were embedded in the pricing. The bottom line price of \$13,423,752 was intended to represent the new total contract

Sampson Construction Company, Inc.
CBC Police Remodel – Phase 2 Construction
Project No. 23-023

amount as follows:

\$ 67,400 – Original Contract Amount (Pre-Construction Services)

\$322,968 – Amendment No. 1 (Construction Management of Phase 1 – Demo/Asbestos)

\$13,033,384 – Amendment No. 2 (GMP for Construction of Phase 2)

\$13,423,752 – TOTAL REVISED CONTRACT AMOUNT

Financial Considerations:

Funding for the project is from CARES Act funding and will return \$390,368 back to project funds available for other portions of the project scope.

Council Priorities:

1. Safe and Healthy Community
2. Livability and Quality of Life
3. Well-Maintained Infrastructure and City Facilities
4. Fostering and Promoting Economic Vitality
5. Environmental Sustainability
6. Community Engagement
7. Internal: Good Governance, Fiscal Management, and Customer Service

Oversight/Project Responsibility:

Scott R. Baxter, Associate Engineer

Attachments:

Resolution

Guaranteed Maximum Price Amendment (Sampson Construction)

AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated as of the 16th day of September in the year 2025, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of May in the year 2024 (the "Agreement")
(Indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Casper Business Center Remodel
123 W. 1st Street
Casper, Wyoming 82601

THE OWNER:
(Name, legal status, and address)

City of Casper, Wyoming, a Wyoming municipal corporation
200 N. David Street
Casper, Wyoming 82601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Sampson Construction Co., Inc.
1321 Wilkins Circle
Casper, Wyoming 82601

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

TABLE OF EXHIBITS

- A-1 ITEMIZED STATEMENT OF GMP**
- A-2 CLARIFICATIONS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Four Hundred Twenty-Three Thousand Seven Hundred Fifty-Two Dollars (\$13,423,752.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Attached hereto as Exhibit A-1 and incorporated here by this reference is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 Alternates, if any, included in the Guaranteed Maximum Price: None.

(Paragraphs deleted)

ARTICLE A.2 DATE OF SUBSTANTIAL COMPLETION

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: January 8, 2027.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract: N/A

(Table deleted)

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-2, attached hereto and incorporated here by this reference.

(Table deleted)

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-2.

(Table deleted)

§ A.3.1.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
See Exhibit A-2.	

(Paragraph deleted)

§ A.3.1.5 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Exhibit A-2.

This Amendment to the Agreement entered into as of the day and year first written above.

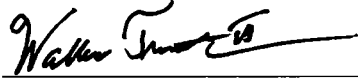
[signature pages follow]

Init.

/

Signature Page for the City

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Ray Pacheco
Mayor

Amanda Ainsworth
City Clerk

Init.

/

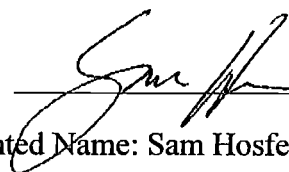
Signature Page for the Construction Manager

(Row deleted)

WITNESS

CONSTRUCTION MANAGER
SAMPSON CONSTRUCTION CO., INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Sam Hosfelt

Title: _____

Title: Regional Director

(Table deleted)(Paragraphs deleted)

PROJECT GMP SUMMARY

Exhibit A-1



Project: Casper Police Department
Owner: City of Casper
Architect: Police Facilities Design Group
Estimate: GMP

Date: August 22, 2025

DIRECT COST SUMMARY

Division	Description	Cost	Building cost/SF
01	Site Support/General Requirements	\$290,794	\$2.75
02	Existing Conditions	\$627,946	\$5.94
03	Building Concrete	\$55,577	\$0.53
04	Masonry	\$10,450	\$0.10
05	Metals	\$38,720	\$0.37
06	Wood, Plastics, Composites	\$13,030	\$0.12
07	Thermal & Moisture Protection	\$834,915	\$7.90
08	Doors & Windows	\$1,384,304	\$13.09
09	Finishes	\$188,516	\$1.78
10	Specialties	\$8,000	\$0.08
11	Equipment	\$0	\$0.00
12	Furnishings	\$0	\$0.00
13	Special Construction	\$0	\$0.00
14	Conveying Equipment	\$75,000	\$0.71
21	Fire Suppression	\$0	\$0.00
22/23	Plumbing/Hydronics/HVAC/Controls	\$5,311,100	\$50.22
26/27/28	Electrical and Low Voltage	\$810,000	\$7.66
	Allowances	\$300,000	\$2.84
TOTAL BUILDING COSTS		\$9,948,352	\$94.08

SITE COST SUMMARY

Division	Description	Cost	Site cost/Acre
31	Earthwork	\$0	\$0
32	Exterior Improvements	\$46,550	\$93,100
33	Utilities	\$150,350	\$300,700
TOTAL SITE COSTS		\$196,900	\$393,800

INDIRECT COST SUMMARY

	Description	Cost	Building cost/SF
Original Cont.	Preconstruction Services	\$67,400	\$0.64
	General Conditions (8.87%)	\$1,190,354	\$11.26
	Winter Conditions Allowance	\$50,000	\$0.47
	Building Permit/Plan Review Fees	By Owner \$0	\$0.00
	Capital Facility Fees	By Owner \$0	\$0.00
	City Use Tax	By Owner \$0	\$0.00
	State Sales Tax	Inc \$0	\$0.00
	Builder's Risk Insurance	0.40% \$42,073	\$0.40
	General Liability Insurance	0.75% \$88,635	\$0.84
	Performance & Payment Bond	0.75% \$96,131	\$0.91
	Construction Contingency	8.00% \$910,848	\$8.61
	Sampson Fee	3.95% \$510,090	\$4.82
TOTAL INDIRECT COSTS		\$2,955,532	\$27.95

TOTAL OF DIRECT AND INDIRECT COSTS

\$13,100,784

A#1

Previously Approved Phase 1 Costs

\$322,968

GMP - Phase 2

\$13,423,752

Exhibit A-2

PROJECT ESTIMATE CLARIFICATIONS



Project: Casper Police Department
Estimate: GMP

Date: August 22, 2025

GENERAL CLARIFICATIONS

- 1 Pricing is based on the following documents:
 - Casper Justice Center Drawings dated 6/6/25 (Stamped 6/27/25)
 - Casper Justice Center Specifications dated 6/26/25
 - Bid Bulletin #1 Dated 7/16/25 by Sampson Construction/Police Facilities Design Group
 - Bid Bulletin #2 Dated 7/17/25 by Sampson Construction/Police Facilities Design Group
 - Bid Bulletin #3 Dated 7/21/25 by Sampson Construction/Police Facilities Design Group
 - Bid Bulletin #4 Dated 7/22/25 by Sampson Construction/Police Facilities Design Group
- 2 We have included 11 months of General Conditions and General Requirements for the building construction starting approx. 2/1/26
- 3 Building and Fire permit and plan review fees are to be paid by owner. Applicable subcontractor permits are included.
- 4 Capital Facility Fees, Tap Fees, System Investment Charges, etc. are to be paid by the Owner.
- 5 This price does not include any costs associated with upgrading utilities or infrastructure beyond what is shown on the plans.
- 6 Any utility extension fees are to be paid by the Owner.
- 7 Temporary power, gas, and water is to be provided by owner and paid for by owner.
- 8 Site security is not included and will be billed out as a cost of the work if required. This is not anticipated.
- 9 We have included a chainlink temporary construction fence around the parking lot.
- 10 We have included Performance & Payment Bonds. If warranty bonds are required, there will be additional costs associated.
- 11 We have included an 8% Construction contingency. All savings will be returned to the Owner.
- 12 3D BIM Coordination drawings are not included, and are not anticipated to be required.
- 13 All 3rd party testing and inspections are to be under a separate contract and paid for by the Owner.
- 14 Commissioning or validation by Owner's 3rd party is excluded. Sampson will assist as required.
- 15 We have not included any costs for material escalation or delays for any long lead materials due to unquantifiable changes in the current market conditions.
- 16 Notwithstanding anything to the contrary elsewhere in the Contract Documents, Construction Manager disclaims all responsibility for the following:
 - .1 costs and expenses related to or arising out of tariffs of every type and description;
 - .2 costs and expenses related to or arising out of laws not yet in effect as of the date hereof; and
 - .3 unforeseeable increases in the cost of goods, materials, or equipment.
- 17 All allowances include material, labor, equipment and shipping for a complete installation.
- 18 Cost loading and Resource Loading Schedules are not included.
- 19 Any AutoCAD .DWG or REVIT files required by subcontractors shall be made available at no cost to the contractors.

SPECIFIC DIVISION CLARIFICATIONS

DIVISION 2 EXISTING CONDITIONS CLARIFICATIONS

- 1 We have included the demolition as shown on the documents. Any demolition not shown in these documents is assumed to be part of the prior demolition contract between Eagle Environmental and the City of Casper.
- 2 We have excluded all asbestos removal and demo of ACM containing roof assemblies.
- 3 All window removal, demolition, and disposal is by others via separate agreement with the City of Casper.
- 4 We have included scaffolding for the perimeter of the building for window removal, replacement, and joint sealant repair. Scaffolding and therefore work from scaffolding will take place in phases. Only one elevation will be erected at a time. Scaffold to be erected by a certified scaffold erection company and supervised throughout. We will coordinate with the window removal contractor for their portion of the work, but we have not included any containments, tenting, etc. for their work. All window removal contractor employees will be required to review agree to Sampson's site safety and scaffold policy.

DIVISION 3 BUILDING CONCRETE CLARIFICATIONS

- 1 We have included slab replacement for underground plumbing and electrical as shown.
- 2 We have included the slab on deck infill on level 3 as shown.
- 3 We have included new housekeeping pads for the new mechanical equipment.
- 4 We have included no other concrete work under this package.

DIVISION 4 MASONRY CLARIFICATIONS

- 1 We have included a budgeted amount for removing and replacing the CMU sill at the penthouse louver. No other masonry work is shown or specified.

PROJECT ESTIMATE CLARIFICATIONS



Project: Casper Police Department
Estimate: GMP
Update No: 0

Date: August 22, 2025
Project SF: 105,747
Site area (Acre): 0.5

DIVISION 5 METALS CLARIFICATIONS

- 1 We have included steel as shown and specified for the 3rd floor infill. No other steel work is shown or specified.
- 2 We have included a 10% misc. steel budget.
- 3 We have included a chiller support per design from Bob Lower dated 8/5/25.

DIVISION 6 WOODS, PLASTICS, COMPOSITES CLARIFICATIONS

- 1 We have included backing and blocking as shown.
- 2 We have included \$7,500 as a rough carpentry budget for misc. backing/blocking that is not visible or designed at this time.

DIVISION 7 THERMAL & MOISTURE PROTECTION CLARIFICATIONS

- 1 We have included new roofing assemblies per the plans and specifications.
- 2 We have included a layer of torch applied polyglass APP modified bitumen as temporary roofing and permanent air barrier.
- 3 We have included flashing the exterior parapet walls up and across the top utilizing Rhinobond induction welding attachment.
- 4 We have included removing only the roof assembly on levels 8 and 8.5. All roof assemblies at the lower levels are assumed to contain ACM and are being removed by separate contract. We have included installing the roofing assembly in these areas.
- 5 We have included 30yr, 90mph warranties for this assembly. Warranties beyond this time or rating will result in increased cost. Subsequently, there may be a reduction in cost for a lesser warranty.
- 6 We have included removing and replacing the precast sealant joints with a 1/2" silicone sealant.
- 7 We have included penetration firestopping at applicable locations.
- 8 We have included \$7,500 for misc. flashing and sheet metal flashing.

DIVISION 8 DOORS & WINDOWS CLARIFICATIONS

- 1 We have included 5 HM doors and 4 frames complete with hardware. We also included one custom door and frame to replace the west stair tower door.
- 2 We have included complete installation of all new aluminum window assemblies as shown.
- 3 All demo of existing windows is by others. Openings to be bare precast when removal is complete.
- 4 We have included all door hardware for both HM and aluminum doors.
- 5 Storefront contractor to provide construction core cylinders to be changed by owner.
- 6 All aluminum assemblies to include a designed and PE stamped design.
- 7 Glazing to be 1" OA Solargray Solarban 60 Low E #2 with Argon per IG-1 and IG-2 as specified.
- 8 No access control is included at this time.
- 9 We have not included any testing or special inspections, including NFRC Field testing or ASTM water tests.
- 10 We have excluded any storefront or curtain wall water testing. This is assumed to be provided by a 3rd party if desired.

DIVISION 9 FINISHES CLARIFICATIONS

- 1 Metal framing and drywall at shaft walls and electrical room is included.
- 2 No other framing/drywall is included at this time.
- 3 We have included budgeted amounts for the metal ceiling at the entry, as nothing is known about existing structure or support.
- 4 All demolition of the existing metal ceiling is by others.
- 5 No other finishes of any kind are included.
- 6 All hollow metal doors and frames are to be painted.

DIVISION 10 SPECIALTIES CLARIFICATIONS

- 1 We have included 4 fire extinguishers on each level. No other specialties are included.

DIVISION 11 EQUIPMENT CLARIFICATIONS

- 1 We have not included any equipment or provisions for owner supplied equipment in this phase.

DIVISION 12 FURNISHINGS CLARIFICATIONS

- 1 We have excluded all furnishings, as none are specified or anticipated.

PROJECT ESTIMATE CLARIFICATIONS



Project: Casper Police Department
Estimate: GMP
Update No: 0

Date: August 22, 2025
Project SF: 105,747
Site area (Acre): 0.5

DIVISION 13 SPECIAL EQUIPMENT CLARIFICATIONS

- 1 We have excluded all special equipment, as none are specified or anticipated.

DIVISION 14 CONVEYING EQUIPMENT

- 1 We have included \$25,000 per elevator car for removal/reinstallation of elevator finishes.
- 2 We have not included any work related to the 4th elevator.

DIVISION 21 FIRE SUPPRESSION CLARIFICATIONS

- 1 We have included no fire suppression work in this phase.

DIVISION 22/23 PLUMBING/HVAC CLARIFICATIONS

- 1 We have included all division 22/23 work as shown.
- 2 We have included a small budget for roof drains that were not shown on the existing plan.
- 3 We have included selective demolition as shown.
- 4 We have included all applicable hoisting for plumbing equipment.
- 5 We have included the 6" stub out for the fire line to be connected under division 33.
- 6 We have included all applicable City of Casper permits.
- 7 We have included seismic restraints as specified.
- 8 We have included all applicable hoisting for HVAC equipment.
- 9 Potential VE items have not been included until final approval from design team and City of Casper.
- 10 We have included a \$250,000 allowance for a revised design of the underground plumbing. The plumbing layout as designed will not meet slope requirements as it meets the David St exit. This will have to be re-designed to accommodate a proper exit with adequate slope for the underground plumbing needs, which may involve new sump pumps and a potential sanitary sewer to the east of the facility.

DIVISION 26/28 ELECTRICAL CLARIFICATIONS

- 1 We have included all division 26/28 work as shown.
- 2 City of Casper permit is included.
- 3 We have included re-feeding the existing generator/TS in the basement.
- 4 We have excluded any removal of existing generators. It is understood this is under separate contract.
- 5 We have excluded any work beyond the existing temporary fire alarm system.
- 6 We have included rebuilding the existing lighting protection. This does not include UL certification until the existing rooftop equipment is identified and the lighting protection requirements of this individual equipment is known.
- 7 We have excluded all fees/permitting from Rocky Mountain Power.
- 8 We have included a \$50,000 allowance for excavation, backfill, and raceway for primary feeds from the overhead pole to the new utility transformer as required by Rocky Mountain Power. The location of this overhead re-route is currently unknown.

DIVISION 31 EARTHWORK CLARIFICATIONS

- 1 We have included excavation and backfill of plumbing/electrical trenches as shown.

DIVISION 32 EXTERIOR IMPROVEMENTS CLARIFICATIONS

- 1 We have included paving repairs after the new water line installation.
- 2 We have included a temporary fence for the duration of this phase.
- 3 We have included traffic control permitting with WYDOT and the City of Casper.
- 4 We have excluded all irrigation and landscaping work.

DIVISION 33 UTILITIES CLARIFICATIONS

- 1 We have included the new 6" fire service line.
- 2 We have included additional necessary traffic control for the new fire line.
- 3 We have excluded all system investment charges and tap fees for the new fire line.
- 4 We have excluded all costs from Black Hills Energy for re-route of the gas main in the east side alleyway.

RESOLUTION NO. 26-57

A RESOLUTION AUTHORIZING A CORRECTED GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2 TO THE CONTRACT WITH SAMPSON CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CASPER BUSINESS CENTER POLICE REMODEL PHASE 2, PROJECT NO. 23-023.

WHEREAS, the City of Casper desires to correct Resolution No. 25-229 for construction and construction management services for the Casper Business Center Police Remodel Phase 2 Project; and,

WHEREAS, Sampson Construction Company, Inc., is able and willing to provide those construction and construction management 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 Guaranteed Maximum Price Amendment No. 2 to the Contract with Sampson Construction Company, Inc., in the amount of Thirteen Million Thirty-Three Thousand Three Hundred Eighty-Four and 00/100 Dollars (\$13,033,384.00) for services more specifically delineated in the Guaranteed Maximum Price Amendment No. 2.

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 Thirteen Million Four Hundred Twenty-Three Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$13,423,752.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

March 2, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Ethan Yonker, P.E., Interim Public Services Director 
Shane Chaney, Chief of Police
Zulima Lopez, Parks, Recreation & Public Facilities Director
Alex Sveda, P.E., City Engineer 
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 2 with Eagle Environmental, Inc., for the Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023.

Meeting Type & Date

Regular Council Meeting
March 17, 2026

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 2 for a price increase of \$1,002,331 and a time extension of 557 calendar days for the Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023.

Summary

Eagle Environmental, Inc. (Eagle) is under contract for the Casper Business Center Demolition & Asbestos Abatement Project. Eagle completed all of the general demolition and asbestos abatement between January and April of 2025. However, two components of the project require special timing coordinated with the City's Construction Manager At-Risk (CMAR), Sampson Construction, including window replacement and roof replacement. The window removal and associated asbestos abatement were removed from the project during the initial award in deduct Change Order No. 1 in December of 2024 due to questions about the scope of that bid item and budget at the time. Change Order No. 2 is to bring this work back into the contract with what is now a clear scope and timely coordination with Sampson Construction for window replacements that follow immediately after the asbestos abatement.

A time extension is proposed as part of Change Order No. 2 due to the construction coordination with the CMAR, Sampson Construction, regarding the window replacements and the roof replacements: Substantial Completion by January 8, 2027, and Final Completion by January 29, 2027.

The City's consultant, R&R Environmental, has reviewed the proposed Change Order No. 2 and recommends approval.

Financial Considerations

Funding for the project is from CARES Act funding.

A contingency amount of \$221,528.00 was established by Council at the time of award and after Change Order No. 1. Change Order No. 2 will use the full amount of the contingency fund as well as an additional \$780,803 in CARES Act funds allocated to the project but not yet encumbered. The attached Exhibit "A" – CBC Demo & Asbestos Financial Summary (Updated 3/2/2026).

Council Priorities:

1. Safe and Healthy Community
2. Livability and Quality of Life
3. Well-Maintained Infrastructure and City Facilities
4. Fostering and Promoting Economic Vitality
5. Environmental Sustainability and Stewardship
6. Community Engagement
7. Internal: Good Governance, Fiscal Management, and Customer Service

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Change Order No. 2 Form

Contractor Change Request Proposal

CITY OF CASPER
CHANGE ORDER

NO. Two (2)

DATE OF ISSUANCE: February 23, 2026

PROJECT: Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023
OWNER: City of Casper, Wyoming
CONTRACTOR: Eagle Environmental, Inc.
CONSULTANT: R&R Environmental, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Removal of window replacement work.

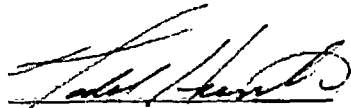
Attachments: Contractor's Change Order Proposal and Consultant's Recommendation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: <u>\$ 5,340,711.00</u>	Original Contract Time: (days or date) Substantial Completion: <u>06/30/25</u> Final Completion: <u>07/21/25</u>
Previous Change Orders No. <u>1</u> to <u>1</u> : <u>\$ -962,239.00</u>	Net change from previous Change Orders (days): <u>0</u>
Contract Price prior to this Change Order: <u>\$ 4,378,472.00</u>	Contract Time Prior to this Change Order: Substantial Completion: <u>06/30/25</u> Final completion: <u>07/21/25</u>
Net <u>Decrease</u> of this Change Order: <u>\$ 1,002,331.00</u>	Net Increase/Decrease of this Change Order: <u>557</u> Calendar Days
Contract Price with all approved Change Orders: <u>\$ 5,380,803.00</u>	Contract Time with all approved Change Orders: Substantial completion: <u>01/08/27</u> Final completion: <u>01/29/27</u>

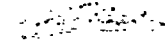
ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

Contractor

BY: 

Consultant

BY: _____

Owner

EXHIBIT "A" - CBC Demo & Asbestos Financial Summary (Updated 3/2/2026)

Description	Note	Amount
Initial Encumbrance - CBC Demo & Asbestos		
Bid Amount by Eagle Environmental		\$ 5,340,711.00
Change Order No. 1	Window Replacement/Abatement	\$ (962,239.00)
Contingency Amount		\$ 221,528.00
Total Initial Encumbrance - CBC Demo & Asbestos (Eagle Environmental)		\$ 4,600,000.00
Change Orders to Date (Approved or Pending)		
Change Order No. 2 - PENDING	Window Replacement/Abatement	\$ 1,002,331.00
Total Change Orders Approved or Pending (Eagle Environmental)		\$ 1,002,331.00
Projected Credits - CBC Demo & Asbestos		
Projected Underrun	Minimized Scope on Each Floor	\$ (102,314.95)
Total Projected Credits - CBC Demo & Asbestos (Eagle Environmental)		\$ (102,314.95)
PROPOSED CURRENT CONTRACT AMOUNT (Bid + CO1 + CO2)		\$ 5,380,803.00
PROJECTED FINAL PROJECT AMOUNT (Use Contingency & Credits)		\$ 5,056,960.05



EAGLE ENVIRONMENTAL, INC.

Asbestos Abatement * Lead Abatement * Mold Remediation * Environmental Clean-up

891 W Robinson Drive Suite 4, North Salt Lake, UT 84054

Phone: 801-936-1155 Fax: 801-936-1505

Date

February 16th, 2026

Job Name

Casper Business Center Building

123 West 1st St., Casper WY 82601

Project Total: \$1,002,331

Scope of Work:

Provide all labor, equipment, materials, submittals, tools, supervision, insurance, and all items of necessary expense to provide abatement of the following:

- Remove, transport, and dispose of approximately 26,781 SF of interior/exterior window glazing.
- We will remove the windows as a part of the abatement.

Mobilization:

- This pricing includes 2 mobilizations.
- Each additional mobilization will be \$10,000.

Schedule:

- We estimate that this project will take us 16 weeks to complete in a safe and timely manner.

Exclusions:

- 3rd party oversight or clearance samples.
- Painting, or repair to damage caused by the construction of our containments.
- Temporary weather protection.
- Scaffolding.

Conditions:

- Owner to provide unrestricted access to the work area for the duration of the project.
- Owner to provide power & water for the duration of the project.
- Staging area to be provided along with space to place box truck on site for duration of project.
- Owner to clear all contents out of work area prior to our arrival.
- Owner/GC to provide scaffolding for the abatement of the windows.

Note:

- This proposal includes a payment & performance bond.



EAGLE ENVIRONMENTAL, INC.

Asbestos Abatement * Lead Abatement * Mold Remediation * Environmental Clean-up
891 W Robinson Drive Suite 4, North Salt Lake, UT 84054

Phone: 801-936-1155 Fax: 801-936-1505

Price includes:

Proper bagging/barreling of waste and hauling to approved waste facility.
Workers compensation and asbestos liability insurance coverage.
Work includes state-of-the-art containment methods.
Proper environmental engineering and fiber control procedures will be followed at all times.
All work will be performed in accordance with Federal and State regulation.
Eagle Environmental Inc. staffs an AHERA-trained and medically fit work force.

~~**Terms:** Contractor shall pay a non-refundable retainer of 50% of the Contract Price (the "Retainer"). Upon execution of an Abatement Services Agreement and receipt of the Retainer, Eagle shall commence the Work. At such time as Eagle determines that the Work is approximately 90% complete, and upon notice from Eagle, Owner shall pay an amount when added to the amount of the Retainer equals 90% of the Contract Price. And then, upon completion of the Work, Owner shall pay the remaining balance due of the Contract Price. Any payments due and unpaid within 10 days of the date of invoice under this Agreement shall bear interest from the date the payment is due at the rate of eighteen percent (18%) per annum. No bonding or increased insurance limits are included in this cost estimation. Payments made with a credit card will be billed an additional 4%.~~

NOTE: This bid is good for 60 days from date of this proposal. Please call to verify if pricing is good beyond the 60-day time limit.

Eagle Environmental Inc. appreciates the opportunity to provide you with this bid and we look forward to scheduling this at your earliest convenience.

If you have any questions regarding this project, please contact me at (801) 885-9547.

Sincerely,

Bryce Monahan
Estimator
Eagle Environmental Inc.

RESOLUTION NO. 26-58_

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO
THE AGREEMENT WITH EAGLE ENVIRONMENTAL, INC.,
FOR THE CASPER BUSINESS CENTER DEMOLITION &
ASBESTOS ABATEMENT, PROJECT NO. 23-023.

WHEREAS, the City of Casper entered into an agreement with Eagle Environmental, Inc., along with Change Order No. 1, on December 20, 2024, to perform demolition and asbestos abatement for the Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023; and,

WHEREAS, the City of Casper desires to accept Change Order No. 2 in the amount of One Million Two Thousand Three Hundred Thirty-One and 00/100 Dollars (\$1,002,331.00) for window removal and associated asbestos abatement; and,

WHEREAS, Eagle Environmental, Inc., is able and willing to provide those services, specified as Change Order No. 2 to the agreement for the Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023, and further described therein.

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, Change Order No. 2 to the agreement with Eagle Environmental, Inc., for a price increase in the amount of One Million Two Thousand Three Hundred Thirty-One and 00/100 Dollars (\$1,002,331.00) for the Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023, for those services.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:

(Casper Business Center Demolition & Asbestos Abatement, Project No. 23-023)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 24, 2025

MEMO TO: Janine Jordan, City Manager 

FROM: Ethan Yonker, P.E., Interim Public Services Director 
Krista Johnston, P.E., Wastewater Operations Officer

SUBJECT: Rescinding and Replacing Amendment One to the State Revolving Fund Loan Agreement, CW180, for the North Platte Sanitary Sewer Rehabilitation Project.

Meeting Type & Date

Regular Council Meeting
March 17, 2026

Action type

Resolution

Recommendation

That Council, by resolution, rescind and replace Amendment One to the State Revolving Fund (SRF) Loan Agreement, CW180, for the North Platte Sanitary Sewer (NPSS) Rehabilitation Project.

Summary

The City of Casper (City) and the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board, executed a Clean Water SRF Loan Agreement in the amount of \$8,000,000.00 for the NPSS Rehabilitation Project. This project is complete, and in 2025, the SRF program required the City's approval for amending the loan agreement and establishing a payment schedule, through resolution 25-119. The amended loan agreement included reducing the principal sum from \$8,000,000.00 to \$5,915,045.11 with a maturity date of 20 years at an interest rate of 1.5% per annum. The reduced principal sum accounts for a relinquished loan amount of \$113,237.19 and principal forgiveness in the amount of \$1,971,681.70. The completion date of the project was established as October 15, 2024, with repayment of \$5,915,045.11 to commence one year from completion date.

Although Amendment One was approved by city council on May 20, 2025, the State Attorney General later rejected the amendment they drafted because it failed to incorporate an updated promissory note, dated November 7, 2024.

Correcting this deficiency does not change the debt service associated with this loan.

Financial Considerations

Annual loan payments of \$344,526.16 began on October 15, 2025. This debt service is accounted for in the WWTP fund budget.

Oversight/Project Responsibility

Krista Johnston, P.E., Wastewater Operations Officer

CWSRF Loan #180 Resolution –
Loan Agreement Amendment No. 1

Matt Wilhelms, Sanitary Sewer/Stormwater Manager

Attachments

Resolution

Amendment One to Loan Agreement CW180

**AMENDMENT ONE
TO THE
CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT BETWEEN THE STATE OF WYOMING,
STATE LOAN AND INVESTMENT BOARD AND
THE CITY OF CASPER
CW180**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002, and the City of Casper, Natrona County, Wyoming (the Borrower), whose address is 200 North David Street, Casper, WY 82601. The Wyoming Office of State Lands and Investments (OSLI) administers the Loan Agreement on behalf of the Board.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) establish the Completion Date of the Project; b) to amend the total principal amount to reflect the funds actually drawn by the Borrower; c) amend the interest rate from two and one-half percent (2.5%) per annum to one and one-half percent (1.5%) per annum; d) incorporate an updated Amortization Schedule to reflect the revised principal; and e) incorporate an Updated Promissory Note.

The original Loan Agreement, dated March 5, 2020, provided for the award of funds from the U.S. Environmental Protection Agency (EPA), Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program administered by OSLI for a total Loan amount of Eight Million Dollars and 00/100 (\$8,000,000.00) with a Loan repayment term of twenty (20) years.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. Section A on page 1 of the original Loan Agreement is hereby amended in its entirety to read:

“A. Loan Amount, Repayment, and Principal Forgiveness

- (i) **Repayment.** The Borrower shall repay to the Board principal in the amount of Five Million Nine Hundred Fifteen Thousand Forty-Five Dollars and 11/100 (\$5,915,045.11) together with interest thereon at the rate of One- and One-Half percent (1.5 %) per annum for the term of the Loan. This principal amount reflects the sum disbursed to the

Borrower pursuant to this Agreement, less the awarded principal forgiveness described in subsection (ii) below. The Borrower hereby relinquishes any and all claims to the remaining award balance of One Hundred Thirteen Thousand Two Hundred Seventy-Three Dollars and 19/100 (\$113,273.19).

(a) The Completion Date is hereby established as October 15, 2023. The Borrower shall begin annual repayment of principal and interest not later than one (1) year after the Completion Date.

(b) The Borrower shall repay the Loan in accordance with the First Amended Amortization Schedule attached hereto and incorporated herein. The Borrower shall also sign the Updated Promissory Note, incorporated herein. The initial payment shall be due October 15, 2024, and shall include the first amortized principal installment of Three Hundred One Thousand Nine Hundred Eighty-Six Dollars and 45/100 (\$301,986.45) plus accrued interest of Forty-Two Thousand Five Hundred Thirty-Nine Dollars and 71/100 (\$42,539.71). After the initial payment, annual payments of Three Hundred Forty-Four Thousand Five Hundred Twenty-Six Dollars and Sixteen Cents (\$344,526.16) shall be due by October 15 of each year until eighteen (18) additional payments have been made and a twentieth (20th) and final payment of Two Hundred Sixty-Eight Thousand Nine Hundred Eighty-Six Dollars and Sixteen Cents (\$268,986.16) being due and payable on October 15, 2043.

(ii) **Principal Forgiveness.** The Borrower has satisfied the requirements for principal forgiveness and the amount of outstanding principal on the Loan is hereby reduced by the amount of One Million Nine Hundred Seventy-One Thousand Six Hundred Eighty-One Dollars and Seventy Cents (\$1,971,681.70). The remaining principal amount outstanding shall be as described above.”

- B. As of the Effective Date of this Amendment, the Amortization Schedule, which was attached to the original Loan Agreement, is superseded and replaced by the incorporated into the original Loan Agreement by this reference. All references to the “Amortization Schedule” in the original Loan Agreement, and in any amendments thereto, are hereby amended to read: “First Amended Amortization Schedule”.
- C. As of the Effective Date of this Amendment, the prior Promissory Note is superseded and replaced by the Updated Promissory Note dated November 7, 2024, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note dated November 7, 2024.

5. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and the Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

6. General Provisions.

- A. Entirety of Agreement.** The original Loan Agreement, including its Exhibit A, collectively consisting of nine (9) pages; the project timeline, consisting of one (1) page; the Amortization Schedule (also listed as Preliminary Loan Amortization Report), the Promissory Note consisting of two (2) pages; the Assignment and Pledge of Revenues consisting of one (1) page; this Amendment One, consisting of three (3) pages; the First Amended Amortization Schedule, consisting of one (1) page; and the Updated Promissory Note, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

7. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

IN TESTIMONY WHEREOF, I, Mark Gordon, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this _____ day of _____, 20__.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: _____
Governor Mark Gordon

ATTEST:

Stacia Berry, Director
Wyoming Office of State Lands and Investments

City of Casper

BY: _____
Ray Pacheco, Mayor

ATTEST:

Amanda Ainsworth, City Clerk

Attorney General's Office Approval as to Form:

 #244908
Tyler M. Renner, Supervising Attorney General

01-05-2026
Date

Wyoming The Office of State Lands and Investments
City of Casper - CW180
Loan Amortization Report

Date: 11/07/24
Time: 05:39:39 PM

				Interest Rates					
				Start Date	End Date	Interest Rate	Fee Rate		
				10/18/2019	10/03/2024	2.500000	0.000000		
				10/03/2024	10/15/2043	1.500000	0.000000		
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$5,915,045.11	\$5,915,045.11
1	10/15/2024	\$301,986.45	1.500000	\$42,539.71	\$0.00	\$344,526.16		\$5,613,058.66	\$5,613,058.66
2	10/15/2025	\$261,483.65	1.500000	\$83,042.51	\$0.00	\$344,526.16		\$5,351,575.01	\$5,351,575.01
3	10/15/2026	\$265,352.17	1.500000	\$79,173.99	\$0.00	\$344,526.16		\$5,086,222.84	\$5,086,222.84
4	10/15/2027	\$269,277.93	1.500000	\$75,248.23	\$0.00	\$344,526.16		\$4,816,944.91	\$4,816,944.91
5	10/15/2028	\$273,261.77	1.500000	\$71,264.39	\$0.00	\$344,526.16		\$4,543,683.14	\$4,543,683.14
6	10/15/2029	\$277,304.55	1.500000	\$67,221.61	\$0.00	\$344,526.16		\$4,266,378.59	\$4,266,378.59
7	10/15/2030	\$281,407.13	1.500000	\$63,119.03	\$0.00	\$344,526.16		\$3,984,971.46	\$3,984,971.46
8	10/15/2031	\$285,570.42	1.500000	\$58,955.74	\$0.00	\$344,526.16		\$3,699,401.04	\$3,699,401.04
9	10/15/2032	\$289,795.30	1.500000	\$54,730.86	\$0.00	\$344,526.16		\$3,409,605.74	\$3,409,605.74
10	10/15/2033	\$294,082.68	1.500000	\$50,443.48	\$0.00	\$344,526.16		\$3,115,523.06	\$3,115,523.06
11	10/15/2034	\$298,433.49	1.500000	\$46,092.67	\$0.00	\$344,526.16		\$2,817,089.57	\$2,817,089.57
12	10/15/2035	\$302,848.67	1.500000	\$41,677.49	\$0.00	\$344,526.16		\$2,514,240.90	\$2,514,240.90
13	10/15/2036	\$307,329.17	1.500000	\$37,196.99	\$0.00	\$344,526.16		\$2,206,911.73	\$2,206,911.73
14	10/15/2037	\$311,875.96	1.500000	\$32,650.20	\$0.00	\$344,526.16		\$1,895,035.77	\$1,895,035.77
15	10/15/2038	\$316,490.01	1.500000	\$28,036.15	\$0.00	\$344,526.16		\$1,578,545.76	\$1,578,545.76
16	10/15/2039	\$321,172.33	1.500000	\$23,353.83	\$0.00	\$344,526.16		\$1,257,373.43	\$1,257,373.43
17	10/15/2040	\$325,923.92	1.500000	\$18,602.24	\$0.00	\$344,526.16		\$931,449.51	\$931,449.51
18	10/15/2041	\$330,745.81	1.500000	\$13,780.35	\$0.00	\$344,526.16		\$600,703.70	\$600,703.70
19	10/15/2042	\$335,639.04	1.500000	\$8,887.12	\$0.00	\$344,526.16		\$265,064.66	\$265,064.66
20	10/15/2043	\$265,064.66	1.500000	\$3,921.50	\$0.00	\$268,986.16		\$0.00	\$0.00
Totals:		\$5,915,045.11		\$899,938.09	\$0.00	\$6,814,983.20	\$0.00		

**STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #CW180
UPDATED PROMISSORY NOTE**

This Promissory Note is made and entered into by and between the City of Casper (Borrower), whose address is: 200 North David Street, Casper, WY 82601, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Loan Agreement dated March 5, 2020, in the original principal amount of \$8,000,000.00 (the Loan Agreement), payable to the order of the Board; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment One to the Loan Agreement, to reflect the funds actually drawn by Borrower; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Promissory Note shall be amended as follows:

AMENDMENTS TO ORIGINAL PROMISSORY NOTE:

The Original Promissory Note is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$5,915,045.11.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be October 15, 2043.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule dated November 7, 2024, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Promissory Note and the Loan Agreement, as amended, remain in full force and effect.

BORROWER:

City of Casper

Ray Pacheco, Mayor

Date

ATTEST:

Amanda Ainsworth, City Clerk

Date

APPROVAL AS TO FORM

I have reviewed the attached *Amendment One to the Clean Water State Revolving Fund Loan Agreement between the State of Wyoming, State Loan and Investment Board and the City of Casper CW180*, and I approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 3, 2026.

A handwritten signature in black ink, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 26-59

A RESOLUTION RESCINDING AND REPLACING RESOLUTION 25-119 AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE CLEAN WATER STATE REVOLVING FUND WITH THE OFFICE OF STATE LANDS AND INVESTMENTS FOR THE PURPOSE OF THE CITY OF CASPER NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, the Governing Body for the City of Casper continues to participate in The Clean Water State Revolving Fund Agreement between the State of Wyoming State Loan and Investment Board (the “Board”) and the City of Casper (the “Borrower”) to assist in financing the North Platte Sanitary Sewer Project (the “Project”); and,

WHEREAS, the Borrower has met the terms and conditions of the original agreement for principal forgiveness in the amount of One Million Nine Hundred Seventy-One Thousand Six Hundred Eighty-One Dollars and Seventy Cents (\$1,971,681.70); and,

WHEREAS, the Borrower shall repay the Board principal in the amount of Five Million, Nine Hundred Fifteen Thousand, Forty-Five Dollars and 11/100 (\$5,915,045.11) together with interest thereon at the rate of One-and One-Half percent (1.5%) per annum for the term of the Loan; and,

WHEREAS, the Borrower hereby relinquishes any and all claims to the remaining award balance of One Hundred Thirteen Thousand Two Hundred Seventy-Three Dollars and 19/100 (\$113,273.19); and,

WHEREAS, the Completion Date is hereby established as October 15, 2023. The Borrower shall begin annual repayment of principal and interest not later than one (1) year after the Completion Date; and,

WHEREAS, the Borrower shall repay the Loan in accordance with the First Amended Amortization Schedule attached hereto and incorporated herein; and,

WHEREAS, on February 18, 2025, the governing body of the City of Casper adopted Resolution 25-034 authorizing Amendment No. 1 to amend the Loan Agreement; and,

WHEREAS, the State Attorney General’s Office noticed an error in the amendment and the parties wish to revise the Amendment.

WHEREAS, on May 20, 2025, the governing body of the City of Casper adopted Resolution 25-119 authorizing rescission and replacement of Amendment No. 1 to amend the Loan Agreement; and,

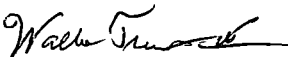
WHEREAS, in January 2026 the State Attorney General's Office noticed that Amendment No. 1 failed to incorporate a promissory note.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is authorized and directed to execute, and the City Clerk to attest, this Resolution rescinding and replacing Resolution 25-119.

BE IT FURTHER RESOLVED: That the Mayor is authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to amend the Loan Agreement in its entirety, including the updated promissory note, with the Office of State Lands and Investments for the purpose of establishing the Completion Date of the Project; amend the total principal amount to reflect funds actually drawn by the Borrower; and incorporate an updated Amortization Schedule to reflect the revised principal.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 20__.

APPROVED AS TO FORM



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

March 5, 2026

MEMO TO: Janine Jordan; City Manager 
FROM: Jacob Black; Fire Chief
Jason Speiser; Deputy Chief
SUBJECT: Fire Station 1 Construction Mineral Royalty Grant Request

Meeting Type & Date

March 17, 2026

Regular Council Meeting

Action Type

Resolution

Recommendation

That City Council by Resolution approve the submission of a Mineral Royalty Grant Request in the amount of \$8,915,000 to support the construction of a new Fire Station 1.

Summary

Award of this grant would significantly reduce the local funding burden associated with the Fire Station 1 construction project. By leveraging state Mineral Royalty Grant funds, the City can preserve capital funds and maintain financial flexibility, ensuring those dollars remain available to support other high-priority capital projects.

Financial Considerations

None

Council Priorities

Goal #1 Safe and Healthy Community.

Oversight/Project Responsibility

Deputy Chief Jason Speiser

Attachments

Resolution

RESOLUTION NO. 26-60

A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD (SLIB) ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, FOR THE PURPOSE OF PROVIDING SUPPLEMENTAL FUDNING FOR THE CONSTRUCTION OF A NEW CITY OF CASPER FIRE STATION 1.

WHEREAS, the governing body of the City of Casper, Wyoming, desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and,

WHEREAS, the Governing Body of the City of Casper, Wyoming, recognizes the need for the project; and,

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and,

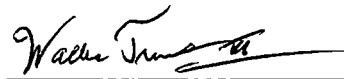
WHEREAS, the Governing Body of the City of Casper, Wyoming, plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s): One Percent #17 and Capital Reserve Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That a grant application in the amount of Eight Million Nine Hundred and Fifteen Thousand Dollars and No Cents (\$8,915,000) shall be submitted to the State Loan and Investment Board for consideration at the June 2026 meeting to assist in funding the construction of a new fire station.

BE IT FURTHER RESOLVED: That the City Manager or her designee are hereby designated as the authorized representatives of the City of Casper, Wyoming, to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

March 3, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Ethan Yonker, P.E., Interim Public Services Director 
Alex Sveda, P.E., City Engineer 
Cindie Langston, Solid Waste Manager
Emily Bennett, E.I.T., Associate Engineer I 

SUBJECT: Authorizing a Contract for Professional Services with Dynamic Controls Inc., in the Amount of \$88,956, for the Solid Waste Door Access Controls, Project No. 25-057.

Meeting Type & Date
Regular Council Meeting
March 17, 2026

Action Type
Resolution

Recommendation

That Council, by Resolution, authorize an Agreement with Dynamic Controls, Inc., in the amount of \$100,550.00 with Deduct Change Order No. 1 (CO1), in the amount of \$11,594.00, for a revised contract amount of \$88,956.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$498.95, for a total project amount of \$89,454.95, for the Solid Waste Door Access Controls, Project No. 25-057.

Summary

Several Solid Waste Division buildings do not include any or more than one (1) security card door readers including the newly purchased buildings on Bryan Stock Trail, the Compost Equipment Storage Building, Baler Building, Truck Barn, and Landfill Building. To eliminate door keys and upgrade security and access control, purchase and installation of card readers was included in the Balfill Fund fiscal year 2026 (FY26) budget.

On February 18, 2026, one (1) bid was received from Dynamic Controls, Inc., for purchase and installation of door card readers at several City Solid Waste Division buildings:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID</u>
Dynamic Controls, Inc.	Casper, WY	\$100,500.00

Dynamic Controls, Inc., is located in Casper, Wyoming. The base bid was \$100,500.00 with a City Engineering staff cost estimate of \$89,100.00. To keep the project cost within the FY26 budget, City staff negotiated with Dynamic Controls, proposing deduct CO1, in the reduction amount of

Dynamic Controls, Inc.
Solid Waste Door Access Controls
Project No. 25-057

\$11,594.00, to exclude the truck barn door card readers, for a total contract cost of \$88,956.00. The door card readers for the truck barn will be planned and budgeted for the future.

City Staff have reviewed the bid and CO1 and recommend that Dynamic Controls, Inc., be awarded the work for a total contract amount of \$88,956.00.

City Staff recommend awarding Dynamic Controls, Inc., for the work as described in the attached Agreement. Under the terms of this agreement, Dynamic Controls, Inc., will provide procurement and installation services, and the work will be substantially completed by May 13, 2026.

Financial Considerations

Funding will be from the Munis Project 2060026017 – Solid Waste Improvement funds budgeted in FY26.

Council Priorities

Safe and Healthy Community

Livability and Quality of Life

Well-Maintained Infrastructure and City Facilities

Oversight/Project Responsibility

Emily Bennett, E.I.T., Associate Engineer I

Alex Sveda, P.E., City Engineer

Attachments

Resolution

Agreement

Exhibit "A"

Exhibit "B"

Change Order

CITY OF CASPER
CHANGE ORDERNO. One (1)DATE OF ISSUANCE:
2/26/2026

PROJECT: Solid Waste Facility Door Access Controls, Project No. 25-057
 OWNER: City of Casper, Wyoming
 CONTRACTOR: Dynamic Controls, Inc.
 ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:
 Description: Removal of base bid item 7.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$100,550.00	Original Contract Time: (days or date) Substantial Completion: <u>May 13, 2026</u> Final Completion: <u>June 3, 2026</u>
Previous Change Orders No. ____ to ____: \$0	Net change from previous Change Orders (days): <u>0</u>
Contract Price prior to this Change Order: \$100,550.00	Contract Time Prior to this Change Order: (date) Substantial Completion: <u>May 13, 2026</u> Final completion: <u>June 3, 2026</u>
Net Decrease of this Change Order: \$11,594.00	Net Increase/Decrease of this Change Order: 0 days
Contract Price with all approved Change Orders: \$88,956	Contract Time with all approved Change Orders:(date) Substantial completion: <u>May 13, 2026</u> Final completion: <u>June 3, 2026</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

Signed by:
 BY: Dave Bryan
 Contractor

BY: Emily Bennett
 Engineer

BY: _____
 Owner

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 Dynamic Controls, Incorporated, 727 Sabrina Dr., East Peoria IL 61611, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to install card readers and update hardware to five buildings at the City of Casper Solid Waste Facility; and,

WHEREAS, Dynamic Controls, Inc., is able and willing to provide those services specified as the Solid Waste Facility Door Access Controls, Project No. 25-057.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents.

ARTICLE 2. ENGINEER.

The project has been designed by the City of Casper Engineering Office, 200 N. David Street, Casper, Wyoming, 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 May 13, 2026, 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 June 3, 2026. Substantial Completion will be granted once all bid items are complete, all permits are closed, and all certifications are obtained. 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

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 Eighty-Eight Thousand Nine Hundred Fifty-Six Dollars and 00/100 Dollars (\$88,956.00), 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 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.
- 5.2.1 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.
- 5.4 All pay requests shall include and provide to the "Updated Schedule with all Costs" in Gantt chart format with all past, current, and projected bid item for all costs (monthly at minimum) for each month for the full extent of the project in both Adobe PDF and Microsoft Excel formats. If there is no monthly request, Contractor shall still submit sheet labeled "Updated Schedule with all Costs" for that month.

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. (One and Two).
- 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.
- 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:

**Solid Waste Door Access Controls
Project No. 25-057**

- 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.
- 8.18 Change Order No. 1 (One).

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 _____, 2026.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:



ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:
Dynamic Controls, Inc.

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM NO. 1
to the
BIDDING AND CONTRACT DOCUMENTS
for the
SOLID WASTE FACILITY DOOR ACCESS CONTROLS

PROJECT NO. 25-057
for
THE CITY OF CASPER
200 N. David St.
Casper, Wyoming 82601

ADDENDUM DATE: January 22, 2026

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the proposal.

APPROVED: (CITY OF CASPER)



Emily Bennett
Engineer I, E.I.T.

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

___Dynamic Controls Inc___
Firm

___*Dave Bryan*___
By: Signature

___Security Manager___
Title

___1/26/2026___
Date Received

ADDENDUM NO. 1
to the
BIDDING AND CONTRACT DOCUMENTS
for the
SOLID WASTE FACILITY DOOR ACCESS CONTROLS
PROJECT NO. 25-057
for
THE CITY OF CASPER
200 N. David St.
Casper, Wyoming 82601

ADDENDUM DATE: January 22, 2026

This addendum to the request for proposals 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

- In all places where the pre-bid conference date and time are listed:

REPLACE

“11:00 a.m., Local Time, February 9, 2026”

WITH:

“3:00 p.m., Local Time, February 11, 2026”

End of Addendum No. 1

ADDENDUM NO. 2
to the
BIDDING AND CONTRACT DOCUMENTS
for the
SOLID WASTE FACILITY DOOR ACCESS CONTROLS

PROJECT NO. 25-057
for
THE CITY OF CASPER
200 N. David St.
Casper, Wyoming 82601

ADDENDUM DATE: February 13, 2026

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the proposal.

APPROVED: (CITY OF CASPER)

Emily Bennett

Emily Bennett
Engineer I, E.I.T.

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

___Dynamic Controls Inc___
Firm

Dave Bryan
By: Signature

___Security Manager___
Title

___2/16/2026___
Date Received

ADDENDUM NO. 2
to the
BIDDING AND CONTRACT DOCUMENTS
for the
SOLID WASTE FACILITY DOOR ACCESS CONTROLS
PROJECT NO. 25-057
for
THE CITY OF CASPER
200 N. David St.
Casper, Wyoming 82601

ADDENDUM DATE: February 13, 2026

This addendum to the request for proposals 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

- In all places where a warranty is mentioned, it shall be understood that the warranty is to be only 12 months in duration, NOT 24 months.

End of Addendum No. 2

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
 Solid Waste Facility
 Door Access Controls
 Project No. 25-057

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 as specified or indicated in the Bidding Documents for the Contract Price by **May 13, 2026**, and completed and ready for final payment not later than **June 3, 2026**, 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 17-7-101, 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>1/22/2026</u>
Addendum No. <u>2</u>	Dated <u>2/13/2026</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;

- 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 based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:
- TOTAL BASE BID, IN NUMERALS: \$ 100,550.00
TOTAL BASE BID, IN WORDS: _____
One hundred thousand five hundred and fifty. 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 a resident.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Dynamic Controls Inc.
401 East E Street
Casper, Wy 82601
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 February 17, 2026.

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)

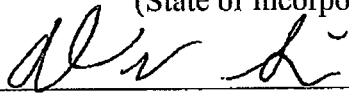
Business Address: _____

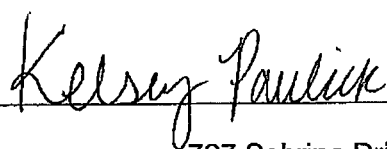
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dynamic Controls (seal)
(Corporation's or Limited Liability Company's Name)

Illinois
(State of Incorporation or Organization)

By:  (seal)
Dave Simon, President
(Title)

(Seal)
Attest: 
Business Address: 727 Sabrina Drive
East Peoria, IL 61611

Phone Number: (307) 224-6800

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 "B"
REVISED BID SCHEDULE
Solid Waste Facility Door Access Controls
Project No. 25-057

COMPANY NAME: Dynamic Controls Inc
ADDRESS: 401 East E Street Casper, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum

EA = Each

F&I = Furnish and Install

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Insurance	LS	1	\$ 2,474.00	\$ 2,474.00
2	Bonds	LS	1	\$ 550.00	\$ 550.00
3	F&I Baler Building Card Reader	EA	1	\$ 5,797.00	\$ 5,797.00
4	F&I Baler Building S2 Full Node	EA	1	\$ 4,515.00	\$ 4,515.00
5	F&I Compost Building Card Reader	EA	1	\$ 5,797.00	\$ 5,797.00
6	F&I Compost Building S2 Micro Node	EA	1	\$ 4,105.00	\$ 4,105.00
7	F&I Landfill Building Card Reader	EA	2	\$ 5,797.00	\$ 11,594.00
8	F&I Landfill Building S2 Full Node	EA	1	\$ 4,515.00	\$ 4,515.00
9	F&I Special Waste Administrative Building 1 Card Reader	EA	4	\$ 5,797.00	\$ 23,188.00
10	F&I Special Waste Administrative Building 1 S2 Full Node	EA	1	\$ 4,515.00	\$ 4,515.00
11	F&I Special Waste Administrative Building 2 Card Reader	EA	3	\$ 5,797.00	\$ 17,391.00
12	F&I Special Waste Administrative Building 2 S2 Full Node	EA	1	\$ 4,515.00	\$ 4,515.00
TOTAL BID					\$ 88,956.00

RESOLUTION NO. 26-61

A RESOLUTION AUTHORIZING AN AGREEMENT
WITH DYNAMIC CONTROLS, INC., FOR THE SOLID
WASTE DOOR ACCESS CONTROLS, PROJECT NO. 25-
057

WHEREAS, the Solid Waste Facility needs card readers installed at multiple locations across the facility; and,

WHEREAS, Dynamic Controls, Inc., is able and willing to provide those services specified as the Solid Waste Door Access Controls, Project No. 25-057; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Ten Thousand and 00/100 Dollars (\$10,000.00) 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 Dynamic Controls, for those services, in the amount of Eighty-Eight Thousand Nine Hundred Fifty-Six and 00/100 Dollars (\$88,956.00).

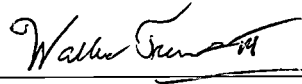
BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute Deduct Change Order No. 1 concurrently with the Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, retaining those amounts prescribed by the Contract, equal to a total amount not to exceed Eighty Eight Thousand Nine Hundred Fifty-Six and 00/100 (\$88,956.00), and Four Hundred Ninety-Eight and 95/100 Dollars (\$498.95), for a construction contingency account, for a total project amount of Eighty-Nine Thousand Four Hundred Fifty-Four and 95/100 Dollars (\$89,454.95).

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 Ten Thousand and 00/100 Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____,
2026.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

February 10, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Liz Becher, Community Development Director 
Beth Andress, MPO Supervisor

SUBJECT: Contract for Professional Services between Ayres Associates, Inc. and the Casper Area MPO for the Amoco Road Corridor Study in the amount of \$70,000.00

Meeting Type & Date:

Regular Council Meeting, March 17, 2026.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the Contract for Professional Services between Ayres Associates, Inc. and the Casper Area MPO for the Amoco Road Corridor Study in an amount not to exceed \$70,000.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions, guided by the Long Range Transportation Plan, identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2026 UPWP includes \$70,000 of matched federal funding for the Amoco Road Corridor Study.

The main components of the Amoco Road Corridor Study will be a corridor study and a comprehensive landscape plan. The plan will also examine the impacts of the development of the North Platte River Park Number 2 Subdivision and the opening of the Wyoming Sports Ranch on Amoco Road. This study will examine improvements that reflect the latest trends in transportation safety, landscape design, and structural improvements, including the following: signal warrants, intersection improvements, streetscape lighting design, stormwater improvements, and the addition of curb and gutter.

The Casper Area MPO released a Request for Proposals (RFP) on November 13, 2025. Four (4) vendors responded with bids by the December 19, 2025, deadline. Proposals were reviewed by a representative cross-section of the MPO member entities, and Ayres Associates, Inc. was selected. The City is obligated to approve this agreement as the MPO's fiscal agent.

Financial Considerations:

The proposed contract shall not exceed \$70,000. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$63,343.00
Local Match	9.51%	\$6,657.00
City of Casper	73.31%	\$4,880.25
Natrona County	15.80%	\$1,051.81
City of Mills	4.59%	\$305.56
Town of Evansville	3.37%	\$224.34
Town of Bar Nunn	2.93%	\$195.05
	Total	\$70,000.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$70,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project.

Council Priorities

Safe and Healthy Community, Livability and Quality of Life, Community Engagement

Oversight/Project Responsibility:

Beth Andress, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract or Agreement") is entered into on this _____ day of _____, 2026, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").
2. Ayres Associates, Inc., 3433 Oakwood Hills Pkwy, Eau Claire, Wisconsin 54701-7698 ("Consultant")

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

- A. The City needs professional planning services for the Amoco Road Corridor Study, hereinafter referred to as the "Project."
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES.**

The Consultant shall perform the following services in connection with and respecting the project, Amoco Road Corridor Study, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit A (Scope of Services), attached hereto and made a part of this Contract.

- B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

- A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.
- B. The Scope of Services listed in Paragraph 1 shall be completed on or before August 30, 2026.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Seventy Thousand Dollars (\$70,000.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.
- B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.
- C. The fixed fee profit of Seven Thousand Eighty-One Dollars and Eight Cents (\$7,081.08) shall be paid as a percentage (12%) of the Adjusted Direct Labor billed on each approved invoice, with any remainder to be paid upon final Agreement completion, unless the project is terminated. Profit will be paid on work performed up to the time of termination.

- D. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

- A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.
- B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.
- C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to five percent (5%) of the Agreement amount until final Agreement completion is determined by the City.
- D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL

PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This 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.

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Tinsley

ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Ray Pacheco
Mayor

WITNESS:

By:

B. Ainsworth

Printed name: Beth Ainsworth

Title: MPO Supervisor

Ayres Associates, Inc., as Consultant:

By:

Christina M. Hiegel

Printed name: Christina Hiegel, PE

Title: National DS Manager

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procures a commercial sex act during the period of time that the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in

connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, the Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which

the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement; Exhibit A, Scope of Services; Exhibit B, MPO Policy Committee Approval, Exhibit C, Notice to Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts; Exhibit D, Certification of Consultant; Exhibit E, Certificate of Agent; Exhibit F, Certification of Suspension or Debarment, and Exhibit G, Fee Schedule, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur

any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Insurance and Indemnification.** 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.

1. *Minimum Scope and limit of Insurance*

Coverage shall be at least as broad as:

- a. 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.
- b. 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.
- c. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
- d. 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.

2. *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.

3. *Other Insurance Provisions*

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 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).

b. *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.

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*

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.

e. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

- i. 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.
- ii. 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.

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:

- i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- ii. 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.

- iii. 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.

h. *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.

i. *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.

j. *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.

- 4. 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.

- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall 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 sovereign immunity shall be construed in favor of sovereign or governmental immunity.
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work

accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and

provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.

DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

*** The rest of this page is intentionally left blank ***

Part III FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

7. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

9. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

11. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the

Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

13. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost

opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

14. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

15. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

16. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

17. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

*** The rest of this page is intentionally left blank ***

EXHIBIT “A”

SCOPE OF SERVICES

Project Understanding and Approach

Amoco Road is a key east-west corridor north of the North Platte River Park Master Plan area, primarily serving vehicular traffic and supporting regional connectivity in the northern Casper MPO area. While direct access is currently limited, the corridor's strategic location positions it to accommodate future growth and evolving transportation needs. The MPO's decision to proactively study Amoco Road reflects a commitment to safety, operational efficiency, and readiness for future development. Our team recognizes the importance of integrating the MPO's Complete Streets principles and related guidance into our analysis, ensuring that recommendations are consistent with broader community goals, even as multimodal priorities are less pronounced for this corridor. Early engagement with staff and stakeholders will help identify unique constraints or opportunities as the project progresses.

OUR APPROACH

Ayres Associates and WWC Engineering will deliver a focused, actionable corridor study through four key phases. We will collaborate closely with the MPO to refine the scope and ensure the plan reflects local priorities and technical realities.

D1

INVESTIGATION

Objective: Establish a clear understanding of the existing corridor conditions and stakeholder priorities.

Key Tasks:

- **Collect & review available data:** Gather traffic counts, crash records, land use maps, utility information, and previous studies from MPO. Confirm format and completeness of intersection movement data & crash reports.
- **Engage MPO staff & key stakeholders:** Facilitate intro. meetings with staff, steering committee, and likely adjacent property owners and businesses to understand needs, priorities, and concerns for the corridor.
- **Conduct a site visit:** Walk and drive the corridor to observe current conditions, access points, traffic patterns, and adjacent land uses. Document physical constraints, opportunities, and areas for further analysis.
- **Identify constraints & opportunities:** Collect regulatory, physical, or operational constraints, and potential opportunities for improvement or future development.
- **Inventory additional research needs:** Develop a checklist of missing data or analysis required for subsequent phases, coordinating with the MPO to fill gaps.

D2

IDEATION & VISUALS

Objective: Data analysis. Conduct community and stakeholder outreach. Develop and evaluate concept design options for the corridor.

Key Tasks:

- **Analyze operational & safety data:** Evaluate intersection performance, traffic flow, and crash patterns using collected data. Identify safety / efficiency challenges.
- **Compile best practice design concepts:** Research and present relevant corridor design precedents, including elements from the MPO's Complete Streets guidance, to inform conceptual alternatives.
- **Develop conceptual visuals:** Create sketches, diagrams, and renderings to illustrate potential improvements, such as intersection reconfigurations, streetscape enhancements, and access management.
- **Facilitate collaborative workshops:** Lead a charrette-style session with the steering committee and staff to brainstorm design solutions, followed by a public open house to gather broader community input.
- **Summarize community feedback:** Document input from workshops and open houses, highlighting consensus points and areas needing further exploration.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Amoco Road Corridor Study; and,

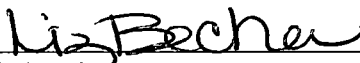
WHEREAS, on January 5, 2026, the Consultant Selection Committee approved the hiring of Ayres Associates Inc., Ayres Associates, Inc., 3433 Oakwood Hills Pkwy, Eau Claire, Wisconsin 54701-7698, to complete the Amoco Road Corridor Study; and,

WHEREAS, Ayres Associates, Inc. is willing, available, and qualified to perform said work.

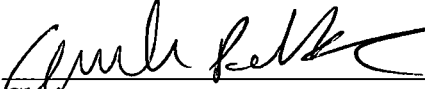
NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Ayres Associates, Inc. to complete the Amoco Road Corridor Study in accordance with the Agreement, for an amount not to exceed Seventy Thousand Dollars (\$70,000).

PASSED AND APPROVED THIS 10 day of March, 2026.

ATTEST:


Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE


Chairperson

D3

DRAFT & REFINEMENT

Objective: Finalize concepts and draft corridor study with recommendations. Validate with technical analysis and stakeholder review.

Key Tasks:

- **Conduct technical studies:** Perform crash analysis, travel time studies, and a formal road safety audit to validate and refine conceptual designs.
- **Coordinate with civil:** Ayres and WWC assess feasibility of proposed enhancements, including intersection geometry, stormwater management, and curb/gutter modifications.
- **Preliminary cost estimates:** Prepare reliable engineering-based cost estimates for recommended improvements, leveraging WWC's experience with Casper projects.
- **Iterate with stakeholders:** Present refined concepts and cost information to MPO staff, the steering committee, and stakeholders for review and feedback.
- **Document technical findings:** Produce memo/report and diagrams summarizing analysis results, design refinements, and cost implications.

D4

FINALIZE & IMPLEMENT

Objective: Finalize cost analysis. Deliver a comprehensive, actionable corridor plan for MPO adoption and future funding pursuits.

Key Tasks:

- **Finalize the corridor plan:** Compile all findings, recommendations, visuals, and cost estimates into a clear, actionable plan for final MPO review (*final design version*).
- **Present to MPO and stakeholders:** Share the final draft in meetings and public forums, gathering final input and build consensus.
- **Finalize the plan:** Incorporate feedback, update exhibits, and prepare the final corridor plan document for adoption.
 - Includes final cost estimates as agreed upon by MPO and project team.
- **Outline implementation steps:** Develop a roadmap for next steps, including funding strategies, phasing, and coordination with local and regional partners.
- **Prepare presentation materials:** Create graphics and summaries for use in MPO meetings, public presentations, and future funding pursuits.

Milestone Timeline (*High-Level*)

Month	Key Activities & Deliverables
1	Project kickoff; site visit; data collection (traffic, crash, land use, utilities); stakeholder and staff meetings; identify constraints and opportunities
2	Existing conditions analysis; operational and safety review; compile best practices; charrette/workshop with committee; develop conceptual alternatives; public open house
3	Technical analysis (crash, travel time, road safety audit); engineering review (WWC); preliminary cost estimates; refine recommendations; stakeholder review; Draft plan
4	Finalize corridor plan; presentations to MPO and stakeholders; implementation roadmap; project closeout

EXHIBIT "C"

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this Ayres Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

Christina Hiegel

I hereby certify that I, _____, am the Manager of and duly authorized representative of the firm of Ayres Associates, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

February 26, 2026
Date

Christina M. Hiegel
Signature

Christina Hiegel
Printed Name

National DS Manager
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

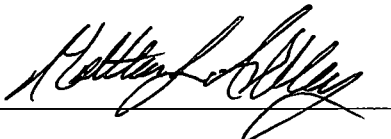
EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

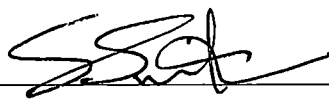
STATE OF Colorado) ss

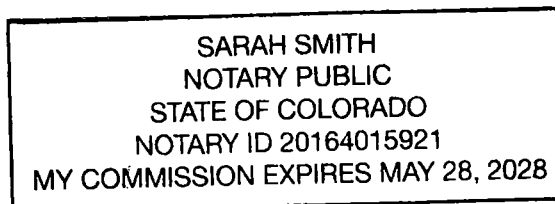
COUNTY OF Larimer) ss

I, Matthew Ashby, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: 
Vice President
Title

Subscribed in my presence and sworn to before me this 26 day of February, 2026, by:


Sarah Smith
Notary Public



05/28/2028
My Commission Expires

EXHIBIT "G"

FEE SCHEDULE

PROJECT COST WORKSHEET

PROJECT: Amoco Road Corridor Study MPO 26-01
 LOCATION: Casper, WY
 FIRM NAME: Ayres Associates, Inc.
 NAME OF PREPARER: Josh Olhava EMAIL: Olhava.J@AyresAssociates.com PHONE No. 970.893.1363
 SCOPE OF WORK DATE: February 2026 - June 2026
 TYPE OF PROPOSAL: Not to Exceed Total Budget CONTRACT #: TASK ORDER #: n/a

1A. LABOR RATES

Employee Name	Employee Classification	(a) Direct Salary Cost / Rate	(b) Indirect Cost %	(c) Labor rate \$/Hour
Aubrey Thomas	Professional III	\$ 50.50	2.721	137.41
Alex Cowan	Project Manager I	\$ 63.85	2.721	173.74
James Wright III	Professional II	\$ 42.60	2.721	115.91
Nathan Silberhorn	Sr. Project Manager I	\$ 72.40	2.721	197.00
Josh Olhava	Group Supervisor	\$ 64.85	2.721	176.46
Chris Wilson	Professional II	\$ 39.40	2.721	107.21
Natalia Sotarello	Professional I	\$ 31.00	2.721	84.35
Aaron O'Keefe	Professional II	\$ 39.60	2.721	107.75

AGREED FIXED FEE: 12.00%

FCCM (if applicable): 0.70%

1B. LABOR COSTS: (Insert ONLY hours)

Employee Name	Employee Classification	Direct Salary Cost/Rate X Est.Hrs.	Labor Rate \$/Hour	Estimated Number Of Work Hours	Estimated Cost Per Employee
Aubrey Thomas	Professional III	\$2,626.00	137.41	52	\$7,145
Alex Cowan	Project Manager I	\$2,298.60	173.74	36	\$6,255
James Wright III	Professional II	\$2,385.60	115.91	56	\$6,491
Nathan Silberhorn	Sr. Project Manager I	\$1,375.60	197.00	19	\$3,743
Josh Olhava	Group Supervisor	\$2,204.90	176.46	34	\$6,000
Chris Wilson	Professional II	\$2,758.00	107.21	70	\$7,505
Natalia Sotarello	Professional I	\$1,085.00	84.35	35	\$2,952
Aaron O'Keefe	Professional II	\$873.20	107.75	17	\$1,832

TOTAL DIRECT SALARY COST \$15,406.90

TOTAL LABOR: \$ 41,922

2A. FEE (Fixed Fee x Section 1B)

FIXED FEE: \$ 5,031

2B. Facilities Cost of Money (FCCM)

FCCM: \$ 108

3B. OTHER DIRECT COSTS RATES (OUTSIDE)*:

Item	Estimated Units	Unit Rates	Estimated Cost
Misc. - printing, materials	25.00	1.65 total	\$41
Per Diem	59.00	10 staff/day	\$590
Airfare			\$0
Lodging	170.00	7 staff/night	\$1,190
Mileage/Auto Rental	0.725	1,880 miles	\$1,363

* Prior Approval from CDOT Project Manager required
 Per Diem (Not to Exceed State Fiscal Rules)

SUBTOTAL \$3,184.25

SUBTOTAL (Sum of sections 1B+2A+2B+3A+3B) \$ 50,245

4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS):

Firm Name	Estimated Cost
WWC Engineering - see attached	\$19,755

Subtotal Outside Services (Subs) \$19,755

5. TOTAL ESTIMATED COST (Sum of sections 1B+2+3A+3B+4A+4B)

\$ 70,000

Casper MPO Amoco Road Corridor Study - Fee Estimate
January 20, 2026

General Information			Personnel			Costs		
Task Number	Subtask	Description	Professional Level 1	Professional Level 2	Professional Level 6	Labor Subtotal	Expenses	Total Cost
1	Project Management							
	1a	Project Management	-	-	10	\$1,853.20	\$0.00	\$1,853.20
							Subtotal Task 1	\$1,853.20
2	Operational & Safety Analysis							
	2a	Travel Time Study(s)	6	6	2	\$1,689.44	\$0.00	\$1,689.44
	2b	Stormwater Management Review	6	6	2	\$1,689.44	\$0.00	\$1,689.44
	2c	Ayres Coordination	-	-	4	\$741.28	\$0.00	\$741.28
							Subtotal Task 2	\$4,120.16
3	Corridor Enhancements							
	3a	Intersection Analysis & Improvements (Design)	6	6	2	\$1,689.44	\$0.00	\$1,689.44
	3b	Stormwater Improvements (Design)	6	6	2	\$1,689.44	\$0.00	\$1,689.44
	3c	Curb & Gutter Improvements (Design)	6	6	2	\$1,689.44	\$0.00	\$1,689.44
	3d	Ayres Coordination	-	-	4	\$741.28	\$0.00	\$741.28
							Subtotal Task 3	\$5,809.60
4	Cost Estimating							
	4a	Preliminary Cost Estimate	6	6	2	\$1,689.44	\$0.00	\$1,689.44
							Subtotal Task 4	\$1,689.44
5	Public Involvement							
	5a	Public Meetings	4	4	4	\$1,620.48	\$0.00	\$1,620.48
	5b	Exhibit Development	4	4	2	\$1,249.84	\$0.00	\$1,249.84
	5c	Ayres Coordination	-	-	4	\$741.28	\$0.00	\$741.28
							Subtotal Task 5	\$3,611.60
						Total Cost		\$17,084.00

Casper MPO Amoco Road Corridor Study - Fee Estimate
January 20, 2026 (February 2026 update)

Direct Labor Cost		\$5,717.54
Adjusted Direct Labor Costs		
Direct Labor Multiplier	2.988	
Adjust Direct Labor Cost		\$17,084.00
Fixed Fee Profit		
Percent Profit	12%	
Fixed Fee Profit		\$2,050.08
FCCM		
FCCM Multiplier	1.90%	
FCCM		\$108.63
Direct Non-Labor Charges		
Travel & Vehicle Expense		\$132.00
Other (printing, equipment)		\$380.52
Direct Non-Labor Charges Subtotal		\$0.00
TOTAL FEE REQUESTED Cost Not to Exceed		\$19,755.23

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Amoco Road Corridor Study; and,

WHEREAS, on January 5, 206, the Consultant Selection Committee approved the hiring of Ayres Associates Inc., 3433 Oakwood Hills Pkwy, Eau Claire, Wisconsin 54701-7698 , to complete the Amoco Road Corridor Study; and,

WHEREAS, Ayres Associates, Inc., is willing, available, and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Ayres Associates, Inc. to complete the Amoco Road Corridor Study in accordance with the Agreement, for an amount not to exceed Seventy Thousand Dollars (\$70,000).

PASSED AND APPROVED THIS ____ day of _____, 2026.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Chairperson

RESOLUTION NO. 26-62

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND AYRES
ASSOCIATES, INC., FOR THE AMOCO ROAD
CORRIDOR STUDY.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 19, 2025, for the Amoco Road Corridor Study, not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00); and,

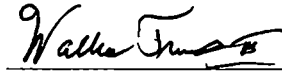
WHEREAS, the MPO released a request for proposals for consulting groups that specialize in transportation planning studies and traffic studies on November 13, 2025; and,

WHEREAS, the Project Selection Committee selected Ayres Associates, Inc., to complete the Amoco Road Corridor Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Ayres Associates, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) for the Amoco Road Corridor Study.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 3, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Liz Becher, Community Development Director 
Beth Andress, MPO Supervisor

SUBJECT: Contract for Professional Services between KLJ Engineering, LLC, and the Casper Area MPO for the Salt Creek Highway Corridor Study, in the amount of \$99,997.11.

Meeting Type & Date:

Regular Council Meeting, March, 2026.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the Contract for Professional Services between KLJ Engineering, LLC., and the Casper Area MPO for the Salt Creek Highway Corridor Study in an amount not to exceed \$99,997.11.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions, guided by the Long Range Transportation Plan, identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2026 UPWP includes \$100,000 of matched federal funding for the Salt Creek Highway Corridor Study.

Recently, the Wyoming Department of Transportation gave the Town of Bar Nunn control of Salt Creek Highway within the town limits. The Salt Creek Highway Corridor Study will aid the Town of Bar Nunn in creating a corridor plan. This study will examine improvements that reflect the latest trends in transportation safety, landscape design, and structural improvements, including the following: signal warrants, intersection improvements, streetscape lighting design, stormwater improvements, and the addition of curb and gutter. This study will help meet the goals set forth in the most recent update of the Long Range Transportation Plan: Navigating 2055 including increasing transportation options for all modes, enhancing the region's distinct character, and supporting the region's diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on November 13, 2025. Six (6) vendors responded with bids by the December 19, 2025, deadline. Proposals were reviewed by a

representative cross-section of the MPO member entities, and KLJ Engineering, LLC. was selected. The City is obligated to approve this agreement as the MPO's fiscal agent.

Financial Considerations:

The proposed contract shall not exceed \$99,997.11. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$90,487.38
Local Match	9.51%	\$9,509.73
City of Casper	73.31%	\$6,971.58
Natrona County	15.80%	\$1,502.54
City of Mills	4.59%	\$436.50
Town of Evansville	3.37%	\$320.48
Town of Bar Nunn	2.93%	\$278.63
	Total	\$99,997.11

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$100,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project.

Council Priorities

Safe and Healthy Community, Livability and Quality of Life, Community Engagement

Oversight/Project Responsibility:

Beth Andress, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract or Agreement") is entered into on this _____ day of _____, 2026, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").
2. KLJ Engineering, LLC., 400 E Broadway Avenue, Suite 600, Bismarck, North Dakota 58501-4073 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

- A. The City needs professional planning services for the Salt Creek Highway Corridor Study, hereinafter referred to as the "Project."
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project, Salt Creek Highway Corridor Study, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit "A" (Scope of Services), attached hereto and made a part of this Contract.

- B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

- A. The Consultant agrees to begin work on the Project following receipt of this fully executed Contract from the City.
- B. The Scope of Services listed in Paragraph 1 shall be completed on or before August 31, 2026.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials at in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and Eleven Cents (\$99,997.11). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.
- B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.
- C. The fixed fee profit of Ten Thousand Five Hundred Twenty-Nine Dollars and Ninety-Three Cents (\$10,529.93) shall be paid as a percentage (12%) of the Adjusted Direct Labor billed on each approved invoice, with any remainder to be paid upon final Agreement completion, unless the project is terminated. Profit will be paid on work performed up to the time of termination.

- D. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

- A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.
- B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.
- C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to five percent (5%) of the Agreement amount until final Agreement completion is determined by the City.
- D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964
for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

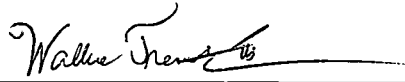
This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized 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.

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

WITNESS:

KLJ Engineering, LLC., as Consultant:

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procures a commercial sex act during the period of time that the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in

connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, the Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which

the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.**
This Agreement, Exhibit A, Scope of Services; Exhibit B, MPO Policy Committee Approval; Exhibit C, Notice to Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts; Exhibit D, Certification of Contractor; Exhibit E, Certificate of Agent; Exhibit F, Certification of Suspension or Debarment; and Exhibit G, Fee Schedule, and represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur

any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Insurance and Indemnification.** 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.

1. *Minimum Scope and limit of Insurance*

Coverage shall be at least as broad as:

- a. 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.
- b. 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.
- c. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
- d. 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.

2. *Other Insurance Provisions*

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 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).

b. *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.

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*

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.

e. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

- i. 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 Two Hundred Fifty Thousand Dollars (\$250,000). 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.
- ii. 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.

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:

- i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- ii. 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.
- iii. 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.

h. *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.

i. *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.

j. *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.

4. 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.

MM. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the

power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall 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 sovereign immunity shall be construed in favor of sovereign or governmental immunity.

- NN. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- OO. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- PP. **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.

- QQ. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- RR. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- SS. **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.
- TT. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- UU. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- VV. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- WW. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- XX. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said

Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

- YY. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- ZZ. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- AAA. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

- BBB. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.
- CCC. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- DDD. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- EEE. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

*** The rest of this page is intentionally left blank ***

Part III
FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or

6. Disqualified from participation in any federally assisted Award.

7. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

9. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

11. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

13. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

14. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

15. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

16. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

17. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

*** The rest of this page is intentionally left blank ***

EXHIBIT “A”

SCOPE OF SERVICES



Task 1: Project Management

Quality projects and contract management are always a critical element of every project’s success. At the heart of effective project management is excellent communication. After the approved contract, Project Manager **Joe DeVore, PE, PTOE, RSP2** will establish a detailed communication plan with Casper Area MPO staff and the project team. Joe has experience and expertise in managing projects that require extensive coordination and schedule management, and this project is expected to have a fast timeline to maintain the project budget.

Joe will organize a monthly Project Management Team (PMT) meetings (up to 6 30-minute virtual meetings) to provide project updates and foster collaboration among the team and stakeholders. The PMT will include KLJ, Casper Area MPO staff, Town of Bar Nunn, WYDOT, and other agency stakeholders as needed. These members will be anticipated to attend and participate in each project meeting. As work progresses or needs arise, invitations will be extended to other key stakeholders to collect their input and expertise for the project.

TASK 2: Public Engagement

Led by **Sarah Brooks**, the team will coordinate with Casper Area MPO upon award to create a public engagement plan that will engage and inform the public and stakeholders during project development. The focus of this task will be to inform project stakeholders about project progress, inform residents on possible alternatives, and seek input on access and alignment options. Monthly agency stakeholder meetings (up to 6 30-minute virtual meetings) will be scheduled for the project that will include Casper Area MPO officials, Town staff, and other identified stakeholders.

TASK 2.1: PUBLIC IMPROVEMENT PROCESS (PIP)

The PIP will outline how the community will advise and shape improvements to the Salt Creek Highway corridor. At project kickoff, the Project Management Team will identify effective outreach methods across the Casper area, with focused efforts to engage underrepresented and vulnerable populations. KLJ and the MPO will identify key stakeholders and community groups, determine appropriate engagement strategies, and ensure adequate public notice and a minimum 30-day comment period.

TASK 2.2: STAKEHOLDER ENGAGEMENT

Stakeholder engagement will guide the planning process by providing insight into existing conditions, future development, safety concerns, and community needs. Sarah will establish a Project Advisory Committee (PAC) composed of technical experts, community partners, business owners, decision-makers, and representatives from local commissions and coalitions. The PAC will meet three times: Project Kickoff, Strategy Development, and Implementation, to help shape project goals and maintain consistent communication (up to 3 30-minute virtual meetings).

TASK 2.3: PROJECT WEBSITE

Using the Social Pinpoint platform, KLJ will develop a project website featuring an interactive map and public comment form. Residents will be able to identify areas of concern, share experiences, and submit ideas. The map can also be embedded on the MPO website to broaden visibility. The project team will provide timely, thoughtful responses to online comments.

TASK 2.4: OUTREACH AND COMMUNICATION MATERIALS

Clear communication will be supported through community newsletters, social media, and outreach by local leaders. KLJ’s Graphic Design team will create digital content and flyers aligned with the MPO’s visual identity to promote engagement and encourage public feedback.

TASK 2.5: PUBLIC MEETINGS

During the second phase of the project, the team will host an in-person public meeting to share a summary of community input and present conceptual designs. Attendees will be invited to provide feedback on future

recommendations for the corridor. KLJ and the MPO will determine the most effective meeting format, whether an open house or a pop-up event at a local community gathering.

TASK 3: TRAFFIC ANALYSIS and CORRIDOR STUDY

Traffic data collection, operations, and safety analysis tasks will be led by **Oz Khan, PE**. KLJ recognizes that improving intersection operations and safety is one of the primary goals of this project.

TASK 3.1: DATA COLLECTION

KLJ will analyze traffic counts provided by the MPO and validate volumes with WYDOT or other relevant current data. The team will review GIS files, topography, land use, and previous planning documents. 10- years of WYDOT crash data will be evaluated to identify trends and high-crash locations, supported by mapping and preliminary safety recommendations.

TASK 3.2: TRAFFIC FORECASTING

KLJ will confirm that traffic forecasts are consistent with local planning goals and the MPO's long-range vision. Methodology will be presented to MPO staff for approval prior to analysis. Forecasts will incorporate population growth, historic trends, development activity, and site-specific factors. A 2050 design-year forecast will define long-term traffic conditions.

TASK 3.3: TRAFFIC OPERATIONS ANALYSIS

Intersection operations and safety will be evaluated using PTV Vistro or Synchro/SimTraffic with HCM7 methodology. Delay and Level of Service (LOS) will be assessed for 2026 and 2050, with WYDOT thresholds used to identify operational deficiencies. Results will be summarized in an existing and future conditions report.

TASK 3.4: SAFETY ANALYSIS

KLJ will complete a detailed crash analysis, apply Crash Modification Factors (CMF), and develop mitigation strategies that reflect ROW constraints, multimodal needs, and safety priorities. The most recent ten years of crash record will be requested from WYDOT and will be analyzed. This will support accurate trend identification and long-range planning.

TASK 3.5: ACCESS MANAGEMENT

Access spacing, driveway locations, and intersection configurations will be reviewed against applicable guidelines. Turn-lane needs including left-turn and right-turn lanes will be identified to ensure safe and acceptable operations.

TASK 3.6: MULTIMODAL ASSESSMENT

KLJ will evaluate multimodal levels of service (MMLOS) for vehicle, walking, biking, and transit to support a balanced corridor vision.

TASK 3.7: CORRIDOR ISSUES AND ALTERNATIVES

Using findings from traffic, operational, and safety analyses, KLJ will identify feasible intersection control options such as stop control, roundabouts, or signals. Up to two corridor alternatives will be developed, incorporating cross-sections, intersection concepts, turn-lane layouts, and multimodal facilities. Improvements for pedestrians, bicyclists, and transit users will emphasize connectivity and safe crossings. These alternatives will support comparison of benefits and selection of a preferred long-term solution.

TASK 4: LANDSCAPE AND STREET ENHANCEMENT

Landscape and streetscape concepts will be led by **Avi Zohari**, who will collaborate closely with **Tony MacDonald, PE** to develop planning-level corridor concepts that integrate technical analysis and public input. The designs will align with operational, safety, and access management findings from previous tasks, ensuring landscape elements reinforce clear circulation, multimodal functionality, and efficient roadway performance.

KLJ will incorporate features that enhance pedestrian and vehicular safety, including opportunities for stormwater-responsive design such as bioswales and enhanced planting zones where feasible. Medians, islands, and curb-and-gutter configurations will be evaluated and refined to improve clarity of movement, reduce conflict points, and support recommended access spacing. Landscape elements will be selected and arranged to maintain sight distance, minimize long-term maintenance needs, and integrate seamlessly with proposed multimodal facilities. The resulting concepts will establish a cohesive, functional streetscape framework that supports corridor operations while contributing to a safer, more organized roadway environment.

TASK 5: PLANNING LEVEL COST ESTIMATES

KLJ will develop corridor and intersection alternatives that clearly define potential impacts and allow for planning-level cost comparisons. Using the 2050 traffic forecasts prepared for the study intersections, KLJ will prepare up to two concept layouts to evaluate and compare corridor alternatives.

A memorandum and plan-view concept layout will be prepared to document assumptions, costs, and key differences between alternatives. Once concepts are complete, KLJ will meet with stakeholders and the MPO/Town to review findings and gather feedback. This discussion may be combined with a PMT meeting to streamline coordination.

TASK 6: REPORT

TASK 6.1: DRAFT REPORT

KLJ will review infrastructure conditions, operational and safety needs, and public input to establish an implementation timeline for the highest-ranked alternative. The PMT will evaluate funding opportunities and identify key milestones to guide project development. Throughout the study, KLJ will prepare chapters documenting existing conditions, future projections, and PMT discussions to keep stakeholders informed as the project progresses. These chapters will be combined with the alternatives analysis to form the draft report, outlining recommended roadway configuration, traffic control, access management, and multimodal improvements for the Salt Creek Highway corridor.

TASK 6.2: FINAL REPORT

Following review of the draft, KLJ will incorporate MPO and stakeholder comments into a final report delivered electronically to the Casper MPO. The final document will include an executive summary that clearly outlines recommended improvements, implementation timing, and next steps, providing a concise reference for advancing the preferred alternative. As part of this task, KLJ will also provide the relevant GIS based mapping data developed during the study in geodatabase format to the MPO as a project deliverable.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Salt Creek Highway Corridor Study; and,

WHEREAS, on January 6, 2026, the Consultant Selection Committee approved the hiring of KLJ Engineering, LLC., 400 E Broadway Avenue, Suite 600, Bismarck, North Dakota 58501-4073, to complete the Salt Creek Highway Corridor Study; and,

WHEREAS, KLJ Engineering, LLC. is willing, available, and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with KLJ Engineering, LLC. to complete the Salt Creek Highway Corridor Study in accordance with the Agreement, for an amount not to exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and Eleven Cents (\$99,997.11).

PASSED AND APPROVED THIS 10 day of March, 2026.

ATTEST:


Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE


Chairperson

EXHIBIT "C"

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this HDR Engineering, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am the _____ of and duly authorized representative of the firm of KLJ Engineering, LLC.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Printed Name

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF _____) ss

COUNTY OF _____) ss

I, _____, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: _____

Title

Subscribed in my presence and sworn to before me this _____ day of _____, 2026, by:

Notary Public

My Commission Expires

EXHIBIT "G" FEE SCHEDULE

KLJ Project Name: SaltCreekHwyCorridorStudy															Project Budget 				
KLJ Project Number: 2313-11156																			
Job Classification:		Senior Engineer	Senior Project Manager	Planner	Associate Planner	Engineer	Engineer in Training II	Engineer in Training I	Sr Public Engagement	Engineer	Graphic Design	Graphic Design	Engineer in Training II	Project Controls					
Task Code	Description	Devere, Joe S	Hahn, Adrienne J	Manibog, Ben	Powell, Eli	Khan, Oz H	Zhang, Bryan	Freder, Benjamin	Brooks, Sarah	MacDonald, Tony P	Hill, Abby	Zohari, Avi	Lepine, Chad	Woehl, Megan	DIRECT LABOR Subtotal	Subconsultant Fee	DIRECT EXPENSE ²	Bal to: Lump Sum or Agreed Fee	TOTAL LOADED RATE
1	Project Management	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					
1.1	Kick-off	2	2	2		2			2	2					\$ 677.98	\$ -			\$ 2,231.72
1.2	General Coordination	8				8			8						\$ 1,352.80	\$ -			\$ 4,453.03
1.3	Meetings	8				4		8	4	4					\$ 1,497.88	\$ -			\$ 4,930.60
1.4	PM	8												8	\$ 881.20	\$ -			\$ 2,900.66
		26	2	2		14		8	14	6				8	\$ 4,409.86	\$ -	\$ -	\$ -	\$ 14,516.01
2	Public Engagement	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					\$ -
2.2	PPP			2					8						\$ 360.44	\$ -			\$ 1,186.47
2.3	Stakeholder Engagement	6		6		6			12						\$ 1,498.68	\$ -			\$ 4,933.22
2.4	Project Website			2					24						\$ 891.32	\$ -			\$ 2,933.97
2.5	Outreach and Communication Materials								24		16				\$ 1,382.72	\$ -			\$ 4,551.53
2.6	Public Meeting		12						40		8				\$ 2,477.56	\$ -	\$ 888.12		\$ 9,043.55
		6	12	10		6			108		24				\$ 6,610.72	\$ -	\$ 888.12	\$ -	\$ 22,648.74
3	Traffic Analysis / Corridor Study	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					\$ -
3.1	Data Collection					1		24							\$ 972.89	\$ -	\$ 250.00		\$ 3,432.48
3.2	Traffic Forecasting					4	2	2							\$ 383.30	\$ -			\$ 1,261.72
3.3	Traffic Operations Analysis	1				2	4	24							\$ 1,260.73	\$ -			\$ 4,149.96
3.4	Safety Analysis	1				2	4	8							\$ 650.65	\$ -			\$ 2,141.76
3.5	Access Management					2	2	2							\$ 267.76	\$ -			\$ 881.39
3.6	Multi-modal Assessment			2		2	4	8							\$ 667.50	\$ -			\$ 2,197.22
3.7	Corridor Alternatives	2		2		2	8	16							\$ 1,280.76	\$ -			\$ 4,215.90
		4		4		15	24	84							\$ 5,483.59	\$ -	\$ 250.00	\$ -	\$ 18,300.42
4	Landscape and Street Enhancement Designs	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					\$ -
4.1	Cross Sections	2				2					20		48		\$ 1,071.84	\$ -			\$ 3,528.20
4.2	Concepts	2								40					\$ 4,194.38	\$ -			\$ 15,806.71
		4				2				40		20	48		\$ 5,266.22	\$ -	\$ -	\$ -	\$ 17,334.90
5	Planning Level Cost Estimates	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					\$ -
5.1	Cost Estimates									8			16		\$ 1,074.24	\$ -			\$ 3,536.89
										8			16		\$ 1,074.24	\$ -	\$ -	\$ -	\$ 3,536.09
6	Report	\$ 78.15	\$ 71.43	\$ 47.50	\$ 30.00	\$ 57.77	\$ 37.98	\$ 38.13	\$ 33.18	\$ 50.96	\$ 36.65	\$ 40.00	\$ 41.66	\$ 32.00					\$ -
5.2	Draft Report	4	2	16		16	16	16	16						\$ 5,688.42	\$ -			\$ 18,754.67
5.3	Final Report	2	1	4	16	4	4	4	2						\$ 1,499.61	\$ -			\$ 4,948.29
		6	3	20	76	20	20	20	18						\$ 7,188.03	\$ -	\$ -	\$ -	\$ 23,660.95
Total Quantity		46	17	36	76	57	44	112	140	54	24	20	64	8	698				
Total Dollars																\$ 30,032.66	\$ -	\$ 1,138.12	\$ 99,997.11

¹ Includes Meals and Lodging : Used for planning purposes only.
² Includes equipment, rental/subscriptions, mileage... etc.

Summary of Costs: WYDOT			
Direct Labor			\$ 30,032.66
Indirect Costs -	192.18%		\$ 57,716.77
Subtotal			\$ 87,749.43
On bill rate	Fixed Fee -	12.00%	\$ 10,529.93
Facilities Cost of Money	FCCM -	1.93%	\$ 579.63
Direct Expenses			\$ 1,138.12
Subconsultants			\$ -
Reimbursables			\$ -
Balmece to Lump Sum or Agreed Fee			\$ -
Tero/Taxes & Fees	Percentage -		\$ -
Total Estimated Engineering Costs			\$ 99,997.11

RESOLUTION NO. 26-63

A RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE CITY OF CASPER AND KLJ
ENGINEERING, LLC., FOR THE SALT CREEK
HIGHWAY CORRIDOR STUDY.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 19, 2025, for the Salt Creek Highway Corridor Study, not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and,

WHEREAS, the MPO released a request for proposals for consulting groups that specialize in transportation planning studies and traffic studies on November 20, 2025; and,

WHEREAS, the Project Selection Committee selected KLJ Engineering, LLC., to complete the Salt Creek Highway Corridor Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and KLJ Engineering, LLC., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and Eleven Cents (\$99,997.11) for the Salt Creek Highway Corridor Study.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 18, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Ethan Yonker, P.E., Interim Public Services Director 
Krista Johnston, P.E., Wastewater Operations Officer

SUBJECT: Authorizing a Amendment No. 1 with Civil Engineering Professionals, Inc.,
to Extend the Timeline for Completing the Update to the 2016 Stormwater
Utility Implementation Plan.

Meeting Type & Date

Regular Council Meeting, March 17, 2026

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 With Civil Engineering Professionals Inc. (CEPI), to extend the timeline to complete the update of the 2016 Stormwater Utility Implementation Plan to April 30, 2026.

Summary

CEPI is currently under contract to update the 2016 Stormwater Utility Implementation Plan. The original timeline for completion was February 28, 2026, but due to complexities in evaluating different billing options, including parcel-by-parcel impervious area, the project has not gone as quickly as anticipated and requested the project completion date be extended to April 30, 2026. CEPI is not asking for additional funds for completion of the project.

Financial Considerations

There are no financial impacts to extending the project delivery date by two months.

Council Priorities

Safe and Healthy Community, Well-Maintained Infrastructure and City Facilities, Environmental Sustainability and Stewardship

Oversight/Project Responsibility

Krista Johnston, P.E., Wastewater Operations Officer
Matt Wilhelms, Sanitary Sewer/Stormwater Manager

Attachments

Resolution

Amendment No. 1

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this ____ day of _____, 2026, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Civil Engineering Professionals Inc., 6080 Enterprise Drive, Casper, Wyoming 82609.

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. On September 2, 2025, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for updating the 2016 Stormwater Utility Implementation Plan.

B. A time extension is required to complete the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I –AGREEMENT

Section 2. which begins with “TIME OF PERFORMANCE” is deleted in its entirety and replaced with the following:

“The services of the Consultant shall be undertaken and completed on or before the 30th day of April, 2026.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

4. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment 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 Amendment 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 Amendment, 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 Amendment as of the day and year above.

APPROVED AS TO FORM

Walter F. Fennell

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
Civil Engineering Professionals Inc.

By: Danielle Coakley

Printed Name: Danielle Coakley

Title: Engineering Admin

By: [Signature]

Printed Name: RAYMOND J. CATELLIER

Title: PROJECT MANAGER

RESOLUTION NO. 26-64

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONALS INC., FOR PROFESSIONAL SERVICES FOR THE UPDATE TO THE 2016 STORMWATER UTILITY IMPLEMENTATION PLAN.

WHEREAS, the City is undertaking a project to update the 2016 Stormwater Utility Implementation Plan; and,

WHEREAS, on September 2, 2025, the City and Civil Engineering Professionals Inc. ("CEPI") entered into a Contract for Professional Services therefor; and,

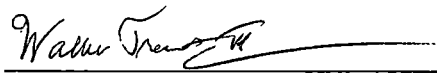
WHEREAS, CEPI is working on the updates to the implementation plan, and the work is taking longer than anticipated; and,

WHEREAS, the parties wish to enter into Amendment No. 1 to the Contract for Professional Services to extend the time of performance to complete the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Civil Engineering Professionals Inc.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

March 9, 2026

MEMO TO: City Council
Janine Jordan, City Manager 

FROM: Liz Becher, Community Development Director 
Eric Nelson, City Attorney
Heather Bender, Paralegal 

SUBJECT: A Resolution Authorizing a Release of Mortgage Granted to Wyoming National, LLC, by the City of Casper, on February 23, 2006, for the Wyoming National Bank Building Project.

Meeting Type & Date

Council Meeting – March 17, 2026

Action Type

Resolution

Recommendation

That City Council, by resolution, authorizes a Release of Mortgage releasing the Mortgage that was granted to Wyoming National, LLC, by the City of Casper, for the Wyoming National Bank Project.

Summary

The City of Casper (“City”) purchased the Wyoming National Bank Building located at 200 East 2nd Street in 2002, to preserve the building while potential redevelopment options were evaluated. The City solicited proposals for reuse of the property, and a local developer submitted a plan to convert the building into affordable housing units with accompanying commercial space. At the time, both economic development and affordable housing were significant needs in the downtown area.

City Council determined that the proposed redevelopment plan would benefit the City’s economic development goals, and the parties subsequently entered into a Real Estate Purchase Agreement, Promissory Note, Mortgage, and Warranty Deed. On February 23, 2006, the City granted a Mortgage to Wyoming National, LLC, for the purpose of redeveloping the Wyoming National Bank Building into affordable housing and commercial space.

The redevelopment was successfully completed, and the project achieved the intended goals of preserving the historic building, expanding affordable housing opportunities, and contributing to downtown revitalization. The Mortgage has been satisfied in full. Staff are requesting that Council authorize the Release of Mortgage.

Financial Considerations

The Mortgage, in the amount of \$287,000, has been satisfied in full.

Council Goals

Fostering and Promoting Economic Vitality
Livability and Quality of Life

Oversight/Project Responsibility

Community Development
City Attorney's Office

Attachments

Resolution
Release of Mortgage

Release of Mortgage

1. Release of Mortgage

The *City of Casper, Wyoming*, a *Wyoming municipal corporation* ("City") located in the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming 82601, hereby certifies that the *Mortgage* bearing the date of the 23rd day of February, A.D. 2006, made and executed by *Wyoming National LLC, a Limited Liability Company*, 39 East 1st, Sheridan, Wyoming 82801, as mortgagor, to *City* as mortgagee, conveying certain real estate therein mentioned as security for the payment of an advanced sum of Two Hundred Eighty-Seven Thousand and no/100ths Dollars (\$287,000.00) as therein stated, which Mortgage was recorded in the office of the Natrona County Clerk, State of Wyoming, on the 23rd day of February 2006, as *Instrument No. 785932*, and mortgaging the following described real estate in said County, to wit:

Lots 6, 7, 8, and 9, Block 6, in the City of Casper, Natrona County, Wyoming

is fully paid, satisfied, released, canceled and discharged.

SIGNED in the presence of the city clerk of the City of Casper, Wyoming, this ____ day of _____, 2026.

APPROVED AS TO FORM



Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

STATE OF WYOMING)
)
COUNTY OF NATRONA)

 This instrument was acknowledged before me on this _____ day of _____,
2026, by Ray Pacheco as Mayor of the City of Casper.

Notary Public

My Commission Expires:

RESOLUTION NO. 26-65

A RESOLUTION AUTHORIZING A RELEASE OF MORTGAGE GRANTED TO WYOMING NATIONAL, LLC, BY THE CITY OF CASPER, ON FEBRUARY 23, 2006, FOR THE WYOMING NATIONAL BANK BUILDING PROJECT.

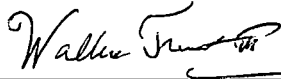
WHEREAS, on February 23, 2006, the governing body of the City of Casper, Wyoming, granted a Mortgage to Wyoming National, LLC, for the purpose of Wyoming National, LLC, developing the building known as the Wyoming National Bank Building into affordable housing units and commercial space; and,

WHEREAS, the Mortgage, recorded in the office of the Natrona County Clerk on February 23, 2006, as Instrument No. 785932, in the amount of Two Hundred Eighty-Seven Thousand Dollars (\$287,000) has been satisfied in full and the governing body wishes to release the Mortgage.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest a *Release of Mortgage*, releasing the above described Mortgage.

PASSED, APPROVED, AND ADOPTED on this ____ day of ____, 2026.

APPROVED AS TO FORM:



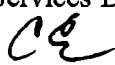
THE CITY OF CASPER, WYOMING
a Wyoming Municipal Corporation

ATTEST:

Ray Pacheco
Mayor

Amanda Ainsworth
City Clerk

February 24, 2026

MEMO TO: Janine Jordan, City Manager 
FROM: Michael Szewczyk, Interim Support Services Director 
Chad Edwards, Interim IT Manager 
SUBJECT: Addendum to the First Amendment IRU Agreement and execution of the Grant of IRU between the City of Casper, Wyoming, and Mountain West Technologies Corporation.

Meeting Type & Date
Regular Council Meeting
March 1, 2026

Action type
Resolution

Recommendation

That Council adopt a resolution authorizing the Addendum to the First Amendment IRU (Indefeasible Right of Use) agreement and execution of the Grant of IRU.

Summary

In 2021, City Council directed staff to develop a plan for facilitating access to an affordable and reliable digital infrastructure throughout the City of Casper, including facilitating access to an affordable internal digital connection between all City facilities. Conversations with broadband providers for City facility connectivity led to three separate proposals for service and in September of 2022, the City of Casper and Mountain West Technologies Corporation (MWT) entered into an IRU Agreement for thirty (30) years.

In the First Amendment to the IRU Agreement, the City agreed to license conduit fiber, and appurtenances (hereafter "Facilities") to MWT. Existing facilities located between the Casper Recreation Center and the City Area Transit were initially omitted from the First Amendment. The intent of this Addendum is to document and record this additional conveyance of facilities as being part and parcel of the original First Amendment conveyance.

As of December 31, 2025, Staff has verified functionality and is currently utilizing the service warranting the execution of the Grant of IRU.

Financial Considerations
None

Council Priorities

Internal: Good Governance, Fiscal Management, and Customer Service

Oversight/Project Responsibility

Michael Szewczyk, Interim Support Services Director

Chad Edwards, Interim IT Manager

Attachments

Addendum to the First Amendment IRU

Grant of IRU

Resolution

**ADDENDUM TO THE FIRST AMENDMENT TO THE IRU AGREEMENT
(Conveyance of Facilities and License of Real Property)**

This Addendum to the First Amendment to IRU Agreement (recorded August 24, 2023, Instrument No. 1144230, Natrona County Wyoming Clerk) ("**Addendum**") is made effective as of the date of the First Amendment between the City of Casper, Wyoming a Wyoming municipal corporation (the "**City**"), with offices at 200 North David Street, Casper, Wyoming, 82601, and Mountain West Technologies Corporation ("**MWT**"), a Wyoming Corporation, with offices at 851 Werner Court, Suite 100, Casper, Wyoming 82601. Throughout this document, the City and MWT may be individually called a "**Party**" or collectively the "**Parties**."

RECITALS

A. On September 20, 2022, the parties entered into an "**IRU Agreement**" whereby Mountain West Technologies Corporation granted the City an exclusive indefeasible right of use to twelve (12) strands of dark fiber optic cable specified in the IRU for thirty (30) years.

B. In the First Amendment to the IRU Agreement, the City agreed to license conduit fiber, and appurtenances (hereafter "**Facility**" or "**Facilities**") in Natrona County, Wyoming to MWT, existing facilities located between the Casper Recreations Center and the City Area Transit as depicted in Exhibit "X", which were initially omitted from the original First Amendment.

C. The intent of this Addendum is to document and record this additional conveyance of facilities identified in Exhibit "X" hereto as being part and parcel of the original First Amendment conveyance.

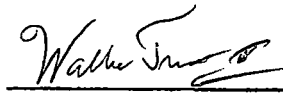
NOW THEREFORE, in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged the Parties agree:

The First Amendment to the IRU Agreement between the Parties, recorded August 24, 2023, Instrument No. 1144230, Natrona County Wyoming Clerk shall be deemed amended to include the facilities described in Exhibit X hereto, under the same terms and conditions as the other Facilities referenced therein. All other terms and conditions of the First Amendment remain in full force and effect. In the event of any conflict between this Addendum and the First Amendment, this Addendum shall control.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the IRU Agreement to be executed on the _____ day of _____, 2026.

Signature and Notarization Page for the City of Casper, Wyoming

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WY
A Municipal Corporation

Amanda Ainsworth
Clerk

Ray Pacheco
Mayor

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 2026, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires _____

THE UNDERSIGNED, Mountain West Technologies Corporation, accepts the same subject to the terms therein.

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)


Notary Public

NICOLE KLEEMEYER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 161832
MY COMMISSION EXPIRES: 09/26/2028

E 4th St

E 4th St

E 4th St

S Lowell St

S Lowell St

S Lowell St

S Lowell St

Casper Transit Garage

Casper Transit Office

Hand Hole

Casper Recreation Center

12 Strand Fiber Cable
1 Inch Schedule 80 Conduit

Name: Casper Recreation Center
Rec Center

Transit / Rec Center Fiber



"Exhibit X"

12 Strand Fiber Cable
1 Inch Schedule 80 Conduit

A LOC: Casper Transit Office
Z LOC: Casper Recreation Center

ID: LA-00000247

ID: LA-00000247

Casper Family

IRU AGREEMENT

THIS IRU AGREEMENT (this "Agreement") is made and entered into as of September 20, 2022 (the "Effective Date") by and between WERCS Communications, Inc., D.B.A., Mountain West Technologies Corporation, a Wyoming Corporation, with offices at 400 E. 1st Street, Suite 307, Casper, Wyoming 82601 ("MWT"), and the City of Casper, Wyoming, a municipal corporation with offices at 200 N David St., Casper, Wyoming 82601 ("Customer"). MWT and Customer are each referred to herein as "Party" and are collectively referred to herein as the "Parties."

RECITALS

- A. MWT owns a fiber optic communications system in Natrona County, Wyoming, which is referred to as the "MWT System" in this Agreement..**
- B. Customer desires to be granted the right to use a number of those certain MWT Fibers (defined below), and MWT is willing to grant to Customer an exclusive indefeasible right of use ("IRU") to those certain MWT Fibers in the MWT System for a period of thirty (30) years from the Acceptance Date referred to in this Agreement, on the terms and conditions set forth below.**
- C. The Parties agree that MWT still is to construct certain portions of the MWT system as identified in Exhibit D, said construction to be fully completed no later than December 31, 2025. Customer can begin partial use of the MWT fibers over the course of construction in their discretion.**
- D. Each defined term shall have the meaning set forth in this Agreement where such term is first used or in the Glossary of Terms attached hereto.**

Accordingly, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. GRANT OF IRU

- 1.1 Effective as of the Acceptance Date as defined in Article 3 of this Agreement, and upon Customer's payment in full of the IRU Fee, MWT grants to Customer an exclusive IRU for those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A attached hereto and incorporated herein (the "MWT Fibers") in a continuous path on the segment of the MWT System identified and also described in Exhibit A, along with the non-exclusive right to use the Underlying**

Rights only as required for the use of the MWT Fibers. MWT shall specifically identify the MWT Fibers as such in the MWT System.

- 1.2 The IRU is granted on the terms and subject to the covenants and conditions set forth in this Agreement. It is understood and agreed that MWT shall retain legal title to the entire MWT system, including the MWT Fibers, and, subject only to the IRU hereunder, and nothing contained herein shall be interpreted to give or convey to Customer any property right, title or interest, which at all times shall be and remain MWT's property. Except as expressly set forth herein, the IRU does not include the right of Customer to own or maintain the MWT Fibers, or the right to encumber the MWT Fibers in any manner, or any other use of the MWT System or Underlying Rights.**
- 1.3 Customer acknowledges and agrees that pursuant to this Agreement, MWT is not supplying nor is it obligated to supply to Customer any optronics or electronics or optical or electrical equipment or facilities, including without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of Customer, nor is MWT responsible for performing any work other than as specified in the Agreement.**
- 1.4 MWT Fibers. The Parties acknowledge and agree that:**
- (a) the grant of the IRU includes the sale, assignment and delivery to Customer of an exclusive IRU in the MWT Fibers; and**
 - (b) neither the IRU nor this Agreement is an executory contract or unexpired lease within the meaning of Section 365 of Title 11 of the United States Code, 11 U.S.C. Section 101, *et seq.***

**ARTICLE 2.
CONSIDERATION FOR GRANT**

- 2.1 IRU Fee. In consideration of the grant of the IRU hereunder by MWT to Customer, Customer agrees to pay to MWT a total sum fee in the amount of One Million Thirteen Thousand Six Hundred Eighteen Dollars (\$1,013,618) ("IRU Fee") according to the following schedule:**
- 50% upon approval of IRU;**
 - 25% upon substantial completion, and**
 - 25% upon final acceptance of Customer.**
- 2.2 In addition to the IRU Fee, Customer shall pay MWT an annual fee of zero dollars (\$0.00) ("Annual Maintenance Fee") commencing with the Effective Date of this Agreement and on each subsequent anniversary date, until the Termination of this Agreement, in exchange for MWT's Maintenance Service as further described in**

Article 8. Maintenance of the system is included as part of the consideration set forth in Article 2 of this Agreement.

ARTICLE 3.

ACCEPTANCE

- 3.1. Acceptance Date. MWT has tested all of the MWT Fibers. MWT will allow Customer the opportunity test those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A, to satisfy the Customer that the fibers will meet their specific needs. Customer will have thirty (30) business days to accept or reject delivery based upon its test. If Customer rejects delivery, Customer must provide a written detailed account of the defect or failure detected and the Parties will work together in good faith to prove the Fiber Specifications are met. The "Activation Date" is the date Customer provides written acceptance of those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A. If Customer fails to provide acceptance or rejection, the Activation Date shall be deemed to occur the expiry of thirty (30) business days from the Effective Date of this Agreement and Customer shall have been deemed to accept the fibers. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required in order for it to place the MWT Fibers into service, and Customer's failure to designate its space and power requirements or complete such work shall not be grounds for rejection of the MWT Fibers. If Customer requests MWT shall provide Customer a letter of agency/authorization notifying any applicable landlord or owner of the building or space where MWT has given Customer access to the MWT Fibers of Customer's right to access such space as more specifically delineated in the letter. MWT has all the required Underlying Rights to install, operate and maintain the MWT Fibers for the entirety of the Term.

ARTICLE 4.

TERM

- 4.1 The grant of the IRU shall become effective on the Acceptance Date and shall extend for a period of thirty (30) years thereafter. Customer and MWT may extend such period for the IRU for either or both of the MWT Fibers for the economically useful life of each such MWT Fibers on terms mutually agreed to in writing by the Parties. Customer shall provide written notice to MWT of its desire to extend the term of this Agreement at least one (1) year in advance of the thirtieth (30th) anniversary of the Acceptance Date. Such thirty (30) year period and any mutually agreed upon extensions thereto pursuant to this Section 4.1 shall be herein referred to as the "Term."
- 4.2 At the expiration of the Term, the IRU shall immediately terminate and all rights of Customer to use the MWT Fibers, or any other part thereof, shall cease.

- 4.3 If at any time after the Acceptance Date and full payment of the IRU Fee, Customer determines that the MWT Fibers have reached an end to their useful life, or Customer otherwise desires not to retain the IRU, Customer shall have the right to abandon the IRU by sixty (60) days written notice to MWT. In the case of abandonment in accordance with this subsection, this Agreement shall terminate and Customer shall not be entitled to a refund of any of the IRU Fee or other consideration paid.
- 4.4 It is understood and agreed that MWT must and does maintain legal title to the entire MWT System, including the MWT Fibers.

ARTICLE 5.
NETWORK ACCESS; REGENERATION FACILITIES

- 5.1 **Initial Connections.** MWT shall be responsible for all initial splicing, fiber cross-connects and ancillary work necessary to connect Customer's facilities to the MWT Fibers that are the subject of this Agreement. MWT shall perform all initial splices, fiber cross-connects and ancillary work at or near each Meet-Point Facility specified in Exhibit A to this Agreement at no additional charge to Customer. MWT shall terminate fiber in a workmanlike manner at the Customer provided demarcation point of each location specified in Exhibit A in a rack mountable cable tray provided by MWT.
- 5.2 **Locations.** All connections between the MWT Fibers provided under this Agreement and Customer's own facilities shall be connected by MWT at a Point of Interconnect (POI) at or near each Meet Point Facility or POI described in Exhibit A. Customer may request additional POIs at any existing splice point along that fiber route within the MWT System, such request to be submitted in writing pursuant to the notice provisions of Article 12 to this Agreement. If in MWT's reasonable discretion such POI is deemed technically feasible and non-disruptive to existing MWT systems, MWT shall agree to such POI request. If MWT consents to the POI request, the consent notice shall include a quote, which shall be binding and valid for ninety (90) days, for the total fees MWT shall charge Customer to establish the POI, which shall consist of only MWT's time and materials, hourly rate at retail rates to establish such additional POI, provided that such time and materials shall be commercially reasonable and customary for such work at such location. MWT shall send an invoice to Customer, and payment from Customer shall be due forty-five (45) days from the date such invoice is delivered in accordance with Article 12.
- 5.3 All connections including placement of fiber jumpers at fiber distribution panels shall be performed in a workmanlike manner by MWT or its contractors, or subcontractors, in accordance with industry standards, applicable Specifications and standard operating procedures.

- 5.4** In order to schedule a connection between the MWT Fibers provided under this Agreement and Customer electronics, Customer shall request and coordinate such work not less than fifteen (15) business days in advance of the date the connection is requested to be completed. Such work will be restricted to a Planned System Work Period, unless otherwise agreed to in writing for specific projects. Subject to the requirements of the Underlying Rights, Customer shall have reasonable access to the MWT Fibers, but only at the POI during a Planned System Work Period when accompanied by a representative of MWT in accordance with MWT's standard operating procedures. Customer and MWT shall not have any limitations on the types of electronics or technologies employed to utilize the MWT Fibers, subject to MWT's safety procedures and so long as such electronics or technologies do not actually interfere with Customer or MWT's operations, or uses or operations by any other existing IRU holder, fiber owner or fiber lease rights holder located within the MWT System.
- 5.5** With Customer's approval, MWT may route or reroute the MWT Fibers through their facilities to accommodate changes in operating requirements. Any routing or rerouting of the MWT Fibers will be done in accordance with the Specifications and agreed to prior to any realignment of the MWT Fibers. Neither Party shall unreasonably withhold approval of said routing or rerouting.
- 5.6** Spare Fibers and Exchange of Fibers. Customer may make a request on thirty (30) days advance written notice to MWT of Customer's desire to use spare fibers along the Fiber Route, or any portion thereof. If MWT has fiber strands in the MWT System along any existing segment of the Fiber Route, or portion thereof, that are not reserved for MWT's or another's use anytime within one hundred eighty (180) days) of the request ("Spare Fibers"), MWT shall notify Customer of the availability of such Spare Fibers, and shall make available to Customer within ten (10) business days of the request such Spare Fibers for Customer's use to undertake equipment upgrades, subject to the limitations of this Section 5.6. With respect to any segment of MWT Fibers, Customer shall be entitled to use only that number of available Spare Fibers equal to the number of strands specified in the IRU as MWT Fibers relating to the applicable segment of the MWT Fibers. Customer may request Spare Fibers no more frequently than once every thirty-six (36) months, and use such Spare Fibers for no longer than one hundred and twenty (120) calendar days, unless such use of the Spare Fibers is due to a Chronic Service Outage. At the end of its use of the Spare Fibers, Customer may relinquish either the Spare Fibers or an equal number of the original MWT Fibers, or any combination thereof, to MWT, provided that Customer may retain only twelve (12) total fiber strands and the Fiber Strand(s) retained by Customer shall be designated as the MWT Fibers subject to the terms of this Agreement. In consideration for Customer's use of such Spare Fibers during any period in which Customer has the right to use both the original MWT Fibers and the Spare Fibers, MWT shall be entitled to invoice Customer and Customer shall pay an additional amount, equal to twenty-five (\$25.00) per additional Spare Fiber, per fiber mile, per month, which amount shall be due and payable by Customer to MWT within forty-five (45) calendar days of receipt of the

invoice, unless such use by Customer of both Spare Fiber and MWT Fibers is due to a Chronic Service Outage.

ARTICLE 6

RIGHTS OF WAY, RELOCATIONS AND GOVERNMENTAL AUTHORIZATIONS

- 6.1 **Underlying Rights.** MWT or its Affiliate has obtained or will obtain all Underlying Rights for the construction, operation and maintenance of the MWT System, including the MWT Fibers. MWT agrees to maintain during the Term, at its cost (subject to Article 6, Section 3) all Underlying Rights required by applicable law or otherwise necessary for the construction, installation and maintenance of the MWT System and the MWT Fibers, and such Underlying Rights are and shall remain sufficient to allow the Parties to perform their obligations and to exercise their rights set forth in this Agreement.
- 6.2 The foregoing notwithstanding, this IRU is subject to the terms, conditions, limitations, restrictions and reservations of the Underlying Rights, and subject to the terms, conditions limitations, restrictions and reservations under which the rights of way are owned or held by the grantors of the Underlying Rights, including but not limited to, covenants, conditions restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of MWT's Underlying Rights to use the right of way for other business activities, including railroad operations, telecommunication uses, broadband uses, pipeline operations and any other purposes, and to the prior right of MWT and its parent and Affiliates to use its rights granted under the Underlying Rights. The rights granted herein are expressly made subject to each and every limitations, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of the grantor's right, title or interest with respect to the Underlying Rights all of which are disclaimed. In the event this Section is subsequently determined to effectively prohibit Customer's use of any portion of the MWT Fibers for any lawful purpose, at Customer's option, MWT shall refund to Customer a portion of the paid IRU Fee according to the formula set forth in Section 6.3 of this Agreement and this Agreement will automatically terminate.
- 6.3 **Expiration or Termination of Underlying Rights.** On the expiration or other termination of an Underlying Right that is necessary in order to grant, continue or maintain the IRU granted hereunder in accordance with the terms and conditions hereof, MWT shall use all commercially reasonable efforts to renew or obtain the same Underlying Rights which have expired or have been terminated, or if that is not commercially feasible MWT will use all commercially reasonable efforts to obtain at its cost an alternate or substitute Underlying Right sufficient to allow each Party to perform its obligations and to exercise its rights as set forth in this Agreement. If due to the loss of sufficient Underlying Rights during the Term of

this Agreement, MWT is unable to continue to provide Customer the IRU granted pursuant to this Agreement, MWT will notify Customer of the same, and refund to Customer a portion of the paid IRU Fee ("Refund") according to the following formula:

(Number of Years Remaining on the Initial thirty (30) year Term divided by Thirty (30) multiplied times the Paid IRU Fee for the current period = Refund)

Upon payment of the Refund in accordance with this Section, MWT will not be deemed in Default and this Agreement shall automatically terminate.

- 6.4 Relocation. If during the Term, MWT or its parent undertakes a relocation of any part of the MWT System, including any facilities used or required in providing the IRU, MWT shall proceed with such relocation; provided that (a) any such relocation shall be constructed and tested to meet or exceed the Specifications; and (b) the relocation shall be coordinated with Customer to reasonably minimize any effect on the MWT Fibers.

ARTICLE 7. USE OF THE MWT SYSTEM

- 7.1 Obligations. Customer represents, warrants, and covenants that it will use the MWT Fibers in compliance in all material respects with and subject to all applicable government codes, ordinances, laws, rules and regulations.
- 7.2 Use. Subject to the limitations set forth in this Agreement, Customer may use the MWT Fibers for any lawful purpose.
- 7.3 MWT acknowledges and agrees that it has no right to use those twelve (12) strands of dark fiber optic cable MWT Fibers during the Term hereof.
- 7.4 Customer and MWT shall promptly notify each other of any matters pertaining to, or occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the MWT System or the MWT Fibers that are known to such Party.
- 7.5 Customer and MWT shall not unreasonably use their respective facilities or systems in a way that interferes in any way with or adversely affects the other Party's operation of the MWT Fibers or the MWT System or the use of the fibers or cable of any other person using the MWT System. The Parties acknowledge that the use of the MWT System includes or will include other participants, including but not limited to MWT, MWT Affiliates and customers of either.
- 7.6 Use of the Fibers. Subject to the terms of this Agreement, Customer may use the MWT Fibers solely for its own governmental purposes and may not allow any non-governmental use of the MWT Fibers, except that Customer may allow other

governmental entities to use the MWT Fibers solely for governmental purposes or functions..

- 7.7 **Liens.** Customer shall not cause any part of the MWT System to become subject to any mechanic's, materialmen's or vendor's lien, or any other lien of any kind or nature. If such lien is filed, Customer shall immediately notify MWT in writing and shall promptly cause such lien to be discharged and released of record without cost to MWT, and shall indemnify, defend and hold MWT and MWT's Affiliates harmless against all costs and expenses (including reasonable attorney's fees and court costs at trial and on appeal) incurred in discharging and releasing such lien. Notwithstanding the foregoing, Customer shall have the right to pledge its rights and privileges contained in this Agreement, including the IRU in the MWT Fibers granted pursuant to the terms of this Agreement, to secure financial obligations to lenders.
- 7.8 Customer and MWT each agree in good faith to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

ARTICLE 8. MAINTENANCE AND REPAIR OF THE MWT SYSTEM

- 8.1 Upon and after the Acceptance Date, MWT or its contractor shall provide all maintenance services for the MWT Fibers, which are the services set forth in Subsections 8.2 through 8.8 below (the "Maintenance Services"), during the Term pursuant to the terms and conditions set forth in this Agreement.
- 8.2 MWT shall respond to any interruption of service or a failure of the MWT Fibers to operate in accordance with the Specifications as quickly as reasonably possible (allowing for delays caused by circumstances beyond the reasonable control of MWT) in accordance with the procedures set forth herein.
- 8.3 Upon notification of any interruption of service or failure of the MWT Fibers to operate in accordance with the Specifications, either Party shall notify the other as quickly as practicable. In the case of a Service Outage either Party shall make reasonable attempts to notify the other within fifteen (15) minutes of the outage. In the event of a Service Outage, Customer and MWT will attempt to have service restored or traffic rerouted within four (4) hours using the escalation procedures described in Sections 8.6 and 8.7 and Exhibit C. ~~and Exhibit D.~~
- 8.4 **Scheduled Maintenance.** Routine maintenance and repair of the MWT Fibers ("Scheduled Maintenance") shall be performed by or under the direction of MWT at its reasonable discretion or upon Customer's request and shall consist of the following services:

- (a) Patrol of the route on a regularly scheduled basis, which will not be less than two (2) times per year;
- (b) Maintenance of a "Call Before You Dig" and "Cable Locate" program for all required and related cable locales;
- (c) Maintenance of sign posts along the route with the number of the local "Call Before You Dig" organization and the "800" number of the "Call Before You Dig" program;
- (d) Provide to Customer emergency contact telephone numbers of MWT and of MWT Affiliate maintenance technicians for the fiber optic cable; and
- (e) When requested by Customer, performance of one (1) Optical Time Domain Reflectometry test annually at 1310 nm and 1550 nm, the results of which will be provided to Customer in a format mutually agreed upon.

8.5. **Unscheduled Maintenance.** Non-routine maintenance and repair of the MWT Fibers (the "Unscheduled Maintenance") shall be performed by or under the direction of MWT and shall consist of the following services:

- (a) "Emergency Unscheduled Maintenance" in response to an alarm identified by the Dispatch Center (as defined below) or notification by any third party of any failure or interruption or impairment in the operations of the fibers within the MWT System or any event imminently likely to cause failure, interruption or impairment in the fibers. Customer will be immediately notified once MWT is aware of the need for "Emergency Unscheduled Maintenance".
- (b) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent failure, service interruption or impairment in the operation of the fibers within the MWT System not covered by Scheduled Maintenance, pursuant to which Customer shall immediately report the need for Unscheduled Maintenance to MWT and MWT will log the time of the Customer notification, verify the problem and dispatch personnel immediately to take corrective action. Customer will be immediately notified once MWT is aware of the need for "Non-Emergency Unscheduled Maintenance". Customer will be given reasonable opportunity to make preparations for such maintenance and request alternative dates and times for the maintenance to occur. In performing Scheduled Maintenance or Unscheduled Maintenance, MWT shall comply with the Specifications.

8.6 MWT shall maintain a telephone number to contact personnel at the Dispatch Centers. The Dispatch Center personnel shall dispatch maintenance and repair personnel along the MWT System to handle and repair problems detected in the MWT Fibers: (a) through the Customer's remote surveillance equipment and/or

upon notification by Customer or MWT, or (b) upon notification by a third party. MWT and Customer have set forth the numbers for their emergency contact personnel and the procedure for escalation for both Scheduled Maintenance and Unscheduled Maintenance in Exhibit C.

- 8.7 MWT shall not be responsible for monitoring the performance or operation of the MWT Fibers. In the event that Customer detects a failure in the operation of the MWT Fibers, which may indicate the need for Unscheduled Maintenance, Customer shall report the same to the MWT Dispatch Center. MWT will provide Customer with an escalation contact list.

- 8.8 Planned Service Work Period. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the Parties. This work should be scheduled during off-peak traffic hours. Major system work, such as hot cuts and pole realignments, will be scheduled during the standard MWT "Maintenance Window" which is defined as that period of time between 12am and 6am Mountain Time, Monday through Thursday and exclusive of holidays. MWT will provide Customer with reasonable advance notice of any Planned System Work Period affecting the MWT Fibers.

MWT shall notify Customer fifteen (15) business days prior to any planned work that could interrupt service on the MWT Fibers and shall immediately notify Customer of any condition outside the control of MWT that in MWT's reasonable judgment could interrupt service of the MWT Fibers.

MWT will send by email to IT@CasperWY.Gov and/or other specified email boxes the written planned or unscheduled non-emergency maintenance notifications. These emails will include: (i) written description of the work being performed and why it is necessary; (ii) any circuit ID and Fiber Span Identifications; (iii) date and time work is to be performed; (iv) impact to MWT Fibers resulting from the work; and (v) expected duration of work.

- 8.9 MWT shall maintain the MWT System in such a manner which will permit Customer to use the MWT Fibers in accordance with the terms and conditions of this Agreement. Customer will be solely responsible for providing and paying for any and all maintenance of the electronic, optronics and other equipment, materials and facilities used by Customer in connection with the operation and of the MWT Fibers, none of which is included in the Maintenance Services to be provided by MWT hereunder.

8.10. Cable/Fibers.

- (a) MWT shall perform Scheduled Maintenance on the MWT Fibers in accordance with the current preventative maintenance procedures, which shall not substantially deviate from standard industry practice.

- (b) MWT shall use reasonable best efforts to have qualified representatives on site at any time it is aware or has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the MWT Fibers.
- (c) Step-in Rights. Except in the event of a Force Majeure Event, MWT shall maintain sufficient capability to teleconference with Customer during an event of Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including, but not limited to, an event of Emergency Unscheduled Maintenance, MWT shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after MWT representatives arrive at the problem site. In order to accomplish such objective, it is understood that the repairs so affected may be temporary in nature. In such event, within twenty-four (24) hours after completion of such Emergency Unscheduled Maintenance, MWT shall commence its planning for permanent repair within an appropriate time thereafter.
- (d) Customer acknowledges and agrees that in the event of damage to the MWT System that adversely affects electric utility operations, first priority shall be given to the restoration of the electric utility operations. Each Party will cooperate with each other to permit the repair of the MWT System as promptly as possible.

8.11 Restoration

- (a) MWT shall reasonably respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an outage) as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein. When restoring a cut Cable on the MWT System, the Parties agree to work together to restore all service as soon as possible. The MWT's maintenance representatives, upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts.
- (b) After restoring services specified in 8.10(d), the maintenance representatives shall give first priority to repairing and restoring the fiber strands that are carrying traffic.

8.12 MWT may subcontract any of the Maintenance Services hereunder, provided that MWT shall require the subcontractor(s) to perform in accordance with the requirements set forth herein. The use of any such subcontractor shall not relieve MWT of any obligations hereunder.

8.13 Service Level Agreement ("SLA"): An "Outage" is any individual traffic impairing event, other than one caused by a Force Majeure Event, in which end-to-end transmission (at the minimum fiber transmission specifications set forth in Exhibit B) over any fiber strand within the MWT Fibers is not possible due to physical

damage to the strand. The duration of a Service Outage is measured from the time Customer first contacts the MWT Dispatch Center to open a trouble ticket and the time when the repair has been completed and the affected fiber strand(s) of the MWT Fibers are restored to enable end-to-end transmission according to the fiber transmission specification set forth in Exhibit B ("Specifications"). For each Service Outage event lasting twelve (12) or more hours, MWT shall pay customer One Hundred Dollars (\$100) per location for every twelve (12) hours the outage lasts.

ARTICLE 9.
LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 **Limitation of Liability- Exclusion of Damages.** EXCLUDING THE EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL LOSSES OR DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, LOST PROFITS OR OTHER ECONOMIC LOSS SUFFERED BY SUCH OTHER PARTY), WHETHER OR NOT FORESEEABLE, AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE MWT OR MWT'S PARENT OR AFFILIATE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT, CONCURRENT NEGLIGENCE, STRICT LIABILITY VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM.
- 9.2 Except as otherwise expressly provided herein, MWT (the "Indemnifying Party") shall release, defend and indemnify the Customer and its Affiliates, officers and directors (each, an "Indemnified Party") and hold the Customer harmless from and against any injury, loss, liability or damage (including reasonable attorneys' fees and expenses) to a third party arising out of or resulting from the negligence or willful misconduct of MWT, its employees, Affiliates, or agents, in connection with the performance or omission by MWT of its obligations or exercise of its rights under this Agreement. MWT shall release, defend and indemnify the Customer and its Affiliates, officers and directors and hold the Customer harmless from and against any injury, loss, liability or damage (including reasonable attorneys' fees and expenses) to a third party arising out of or resulting from the failure of MWT

to obtain and maintain in full force and effect any of the Underlying Rights in accordance with this Agreement.

9.3 Notwithstanding any other provision in this Agreement, in the case of any claim, injury, loss, or damage alleged or claimed by a "customer" of MWT or MWT's Affiliates, MWT shall defend and indemnify the Customer and its Affiliates (the "Indemnified Party") against any and all such claims or losses by MWT's own "customer" regardless of whether the underlying interconnection, function, product or service giving rise to such claim or loss was provided or provisioned by MWT. For purposes of this Section the term "customer" shall not include either of the Parties to this Agreement.

9.4 Indemnification Procedures

- (a)** Whenever a claim shall arise for indemnification, the Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same.
- (b)** The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- (c)** Upon accepting the defense, the Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- (d)** At any time, the Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- (e)** With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

- (f) If the Indemnifying Party does not accept the defense of any indemnifiable claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- (g) In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

- 9.5 When the lines or services of other companies and telecommunications carriers are used in establishing connections to and/or from points not reached by the MWT Fibers, MWT shall not be liable for any act or omission of the other companies or telecommunications carriers, their agents or contractors.

ARTICLE 10. INSURANCE

- 10.1 The Customer is insured as part of a local government pool, the Wyoming Association of Risk Management (WARM). Customer shall keep its insurance in place with WARM or another local government pool as required by Wyoming Statutes.
- 10.2 At all times during the Term MWT shall procure and maintain in force, at its own expense, the following insurance programs provided by insurers rated AM Best A or better:
- (a) Comprehensive commercial general liability insurance, written on an occurrence form, with a combined single limit for bodily injury and property damage, including: products liability (including completed-operations coverage), coverage for contractual liability, broad form property damage, personal and advertising injury in the amount of two hundred and fifty thousand dollars (\$250,000) per occurrence and five hundred thousand (\$500,000) in the aggregate;
 - (b) worker's compensation insurance in amounts required by applicable law and employers' liability insurance with a limit of at least one hundred thousand dollars (\$100,000) per occurrence;

- (c) **automobile liability insurance covering death or injury to any person or persons or damage to property arising from the operation of vehicles or equipment, with limits of not less than two hundred thousand dollars (\$200,000) per occurrence;**
 - (d) **excess coverage to follow the form of the general liability insurance described in Section 10.2 (a) in the amount of five million dollars (\$5,000,000);**
 - (e) **to the extent Customer performs work on the MWT Fibers that requires access under any of MWT's right-of-way agreements with third parties, any other insurance coverages specifically required by such right-of-way agreements, which coverage requirements have been disclosed to Customer by MWT prior to commencement of the work; and**
 - (f) **The parties agree and understand that the comprehensive commercial general liability limits in Section 10.2 (a) are the maximum amounts for which the City may be liable under the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.* If the Wyoming Legislature increases the amount for which the City may be liable under the Governmental Claims Act, MWT's comprehensive commercial general liability insurance shall increase accordingly, to the maximum amount for which the City may be liable thereunder.**
- 10.3 In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided above, the Party carrying such coverage shall make good-faith efforts to pursue such claim with its carrier.**
- 10.4 Certificates of insurance evidencing the insurance programs described in this Agreement shall be delivered by each Party within thirty (30) days of execution of this Agreement. Each Party's policies shall contain express conditions that: (i) the other Party shall be given written notice within thirty (30) days of any modification or termination of any programs of insurance; and (ii) such Party's insurance providers agree to waive any and all rights of subrogation that they have or may have against the other Party. Each Party waives any rights of subrogation against the other Party for claims arising out of the negligence or misconduct of such Party, its contractors, or any other entities associated with such Party. In the event MWT elects to retain the services of a subcontractor to perform any of the Maintenance Services, MWT shall require the subcontractor, as part of its contract with MWT to maintain insurance policies with the coverages set forth in this Article. Each Party shall be responsible for its respective retention or deductible payments.**

**ARTICLE 11
INTENTIONALLY LEFT BLANK**

**ARTICLE 12.
NOTICES**

- 12.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by the United States first class mail, postage prepaid, registered or certified, return receipt requested, by hand delivery (including by means of a professional messenger service), or by overnight delivery service addressed as follows:**

All administrative notices and other communications shall be given via e-mail to Customer at: IT@CasperWY.Gov.

All invoices by MWT to Customer hereunder shall be mailed or hand delivered to the following address:

**City of Casper, WY
Attn: Accounts Payable
200 N David St
Casper, WY 82601**

Or via email at: AccountsPayable@CasperWY.Gov

All default notices delivered shall be mailed or hand delivered to the Customer at the following address:

**City of Casper, WY
Attn: Accounts Payable
200 N David St
Casper, WY 82601**

With a copy to:

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

All notices and other communications shall be given to MWT at:

**Mountain West Technologies Corporation
Attn: Kyle Ridgeway – President
400 E. 1st Street, Suite 307
Casper, WY 82601
P.O. Box 2588
Casper, WY 82602**

**with copy to:
Mountain West Technologies Corporation
Attn: IRU Contracts
P.O. Box 2588
Casper, WY 82602**

Any such notice or other communications shall be deemed to be served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or five (5) United States Postal Service business days after deposit in the mail when sent by U.S. mail. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

**ARTICLE 13.
CONFIDENTIALITY**

- 13.1 As used herein, "Confidential Proprietary Information" shall mean all confidential proprietary materials, maps, and other documents that are marked confidential and disclosed by the Parties to each other in fulfilling the provisions and intent of this Agreement, as well as confidential propriety information that is orally disclosed, provided that, for information that is orally disclosed, the disclosing Party indicates to the recipient at the time of disclosure of the proprietary nature of the information. Confidential Proprietary Information under the Wyoming Public Records Act, W.S. §16-4-201 *et seq.*, shall not be disclosed or released to anyone other than designees of the Parties who need to know the information and shall be held by the Parties in confidence to the extent permitted under the Wyoming Public Records Act.**
- 13.2 Notwithstanding anything to the contrary herein, Confidential Information shall not include information (a) that the receiving Party can demonstrate by competent proof to have been in the receiving Party's possession prior to the disclosing Party's disclosure of such information to the receiving Party, (b) that is generally available to the public other than as a result of disclosure by or at the direction of the receiving Party, (c) is furnished to the receiving Party by a third party without restriction on disclosure and that was not received directly or indirectly from the disclosing Party, or (d) that the receiving Party can demonstrate by competent proof to have been**

independently developed by the receiving Party (e) information that must be disclosed under the Wyoming Public Records Act. W.S. §16-4-201 *et seq.*

- 13.3 Nothing herein shall be construed as granting to either Party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other Party.
- 13.4 Upon termination of this Agreement for any reason or upon the request of the disclosing Party, the receiving Party shall return or destroy all Confidential Proprietary Information, together with any copies of same, to the disclosing Party; provided, that the receiving Party may retain, to the extent required by law or customary record keeping policies, one copy of the Confidential Proprietary Information; provided, further, that electronic archival copies of the Confidential Proprietary Information need only be destroyed in accordance with the receiving MWT's standard destruction policy. The Customer shall retain records as required by Wyoming Statutes §§ 9-2-405 through 9-2-413.
- 13.5 Neither Party shall, without first obtaining the written consent of the other Party, use any trademark or trade name of that other Party.
- 13.6 The provisions of this Article shall survive the expiration or other termination of this Agreement for a period of five (5) years.

ARTICLE 14. DEFAULT, WAIVER AND REMEDIES

- 14.1 Default. A default shall be deemed to have occurred under this Agreement if:
 - (a) in the case of a failure to pay any amount when due under this Agreement a Party fails to pay such amount within thirty (30) days after written notice specifying such failure, or
 - (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.
- 14.2 Waiver. A waiver by either Party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.
- 14.3 Remedies. In the event of any default due to failure to timely pay hereunder, the non-defaulting Party may terminate this Agreement, retain all monies paid and/or pursue any legal remedies it may have under applicable law or principles of equity, including specific performance. The Parties acknowledge and agree that irreparable

damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

ARTICLE 15. TERMINATION

- 15.1 This Agreement shall automatically terminate on the expiration of the Term or earlier as provided in this Agreement, or upon occurrence of a default as specified in Article 14. Upon expiration of the Term or other termination of this Agreement, the IRU shall immediately terminate and all rights of Customer to use the MWT System shall cease, all rights to use of the MWT Fibers shall revert to MWT, and MWT shall owe Customer no further duties or consideration; provided, however, that, either Party may pursue any legal remedies it may have relating to a termination of this Agreement due to a default specified in Article 14, or seek such other remedies as permitted by law and this Agreement. Upon the termination of this Agreement, Customer shall promptly remove all of its electronics, equipment or other property from the MWT Fibers and at any related MWT facilities at its sole cost and under the supervision of MWT. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration. Nor shall termination extinguish those rights or obligations which are expressly noted in this Agreement to survive termination of the Agreement.

ARTICLE 16. FORCE MAJEURE

- 16.1 Neither Party shall be liable to the other Party, and each Party's performance under this Agreement shall be excused, if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions (each a "Force Majeure Event"), and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; explosion; vandalism; power outage or blackouts; earthquake; lightning; tornado; ice storm; shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; government codes or regulations or restrictions; war or civil disorder; strikes or other labor disputes; strikes not attributable to the acts of a party at odds with applicable law, other major weather or environmental conditions, inability to secure equipment through normal supply chains, insurrections, terrorist acts, inability of MWT to obtain access to the MWT System due to causes beyond MWT's reasonable control; Cable or other material failures caused by any of foregoing conditions; pandemics, epidemics, or any other cause beyond the reasonable control of such Party; provided the non-performing party (a) gives prompt written notice of such event, The Party claiming

relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

- 16.2 If any of the events described in Section 16.1 continues for a total of forty-five (45) or more consecutive days, Customer may terminate this Agreement by notice to MWT and this Agreement shall be deemed to have been terminated by Customer, effective as of the date of Customer's notice, and MWT shall refund a prorated portion of the IRU Fee based on the remaining Term.

ARTICLE 17.

[INTENTIONALLY LEFT BLANK]

ARTICLE 18

[INTENTIONALLY LEFT BLANK]

ARTICLE 19.

ASSIGNMENT AND CUSTOMER FIBER TRANSFERS

- 19.1 Except as specifically provided in this Article, neither Party shall transfer or assign all or any part of its interest in this Agreement, or delegate any duties, burdens or obligations arising hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (a) A transfer or assignment in violation of this Article shall constitute a material breach of this Agreement.
 - (b) Customer shall not sell IRU's in, lease or sub-lease the MWT Fibers.
 - (c) Nothing in this section shall be construed to otherwise restrict the sale by Customer of the telecommunications circuits or capacity in the IRU.
 - (d) Nothing in this section shall be construed to otherwise restrict the sale or lease of the remainder of the fibers owned by MWT.
- 19.2 **Exceptions.** MWT may, without prior consent of, but on prior notice to Customer, sell or assign this Agreement or its rights hereunder to any company with which MWT is merged or consolidated, or that acquires substantially all of the assets of MWT. However, in that event, Customer shall retain all of its rights under this Agreement.

19.3 [INTENTIONALLY LEFT BLANK]

19.4 Each Party shall have the right at any time to mortgage, create or provide for a security interest in, or convey in trust all or part of its interest in this Agreement, under deeds of trust, mortgages, indentures or security agreements, as security for its present or future bonds or other obligations or securities, without the need for consent of the other Parties; provided, however, the assigning Party shall remain liable for all of its obligations hereunder.

19.5 Upon a permitted assignment, the assignor shall be relieved of its obligations hereunder as the assignee shall agree in writing to be bound by and to assume the rights and obligations of the assigning party of this Agreement.

**ARTICLE 20.
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

20.1 Each Party represents and warrants that:

- (a) it has the full right and authority to enter into, exercise, deliver and perform its obligations under this Agreement;**
- (b) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditor's rights and general equitable principles;**
- (c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body; and**
- (d) The execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate or other entity action, and the signatories for such a Party thereto are authorized to sign.**

20.2 MWT represents and warrants to Customer that:

- (a) its ownership, operation and maintenance of the MWT System will substantially comply with all applicable local, municipal, state or federal laws, orders and regulations; and**
- (b) it has obtained and shall maintain all necessary Underlying Rights, permits and other governmental and third-party approvals required for installation and maintenance of the MWT System, the performance of its obligations under this Agreement and Customer's use of the MWT Fibers during the Term.**

20.3 Customer warrants to MWT that:

- (a) All approvals, authorities or other actions by governmental authorities, or filings with any such authorities, have been (or will be) obtained or accomplished in connection with the execution, delivery and performance by Customer of this Agreement.**
- (b) Except as otherwise disclosed to MWT in writing prior to the execution hereof, there are no actions, suits or proceedings pending or overtly threatened against Customer before any court or administrative agency that would materially impair Customer's performance of its obligations under this Agreement.**

**ARTICLE 21.
GENERAL**

- 21.1 Binding Effect/Third Party Beneficiaries. This Agreement and each Party's respective rights and obligations under this Agreement shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns. Nothing in this Agreement shall be deemed to make any person a third-party beneficiary of this Agreement.**
- 21.2 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party, nor any custom or practice which may arise between the Parties in the administration of any part of this Agreement shall be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the provisions hereof, The failure of any Party hereto to enforce any provisions 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. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.**
- 21.3 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wyoming, without reference to its choice of law principles and venue shall be in Wyoming.**
- 21.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the**

plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require.

- (a) Unless expressly defined herein, words having well known technical or trade meanings shall so be construed. All listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.
- (b) Except as set forth to the contrary herein, any right or remedy of Customer or MWT shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- (c) With the exception of specific provisions benefiting Affiliates of a Party, nothing in this Agreement is intended to provide any legal rights to any party not executing this Agreement.
- (d) This Agreement has been fully negotiated between and jointly drafted by the Parties.
- (e) All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement, the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

21.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. Both parties agree that this agreement is a joint work product of both parties.

21.6 No Personal Liability. Each action or claim against any Party arising under or relating to this Agreement shall be enforceable only against such Party as a business entity, and any liability relating thereto shall be enforceable only against the business assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, member employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations of this Section.

- 21.7 **Relationship of the Parties.** The relationship between Customer and MWT shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to federal income tax purposes. Customer and MWT, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.
- 21.8 **Severability.** If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 21.9 **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
- 21.10 **Governmental Claims.** The Customer 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 Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- 21.11 **Audit.** MWT shall cooperate fully with any such independent auditor or accountant retained by Customer during the entire course of any audit of the Customer authorized by the Customer.
- 21.12 **Personnel.** MWT represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the Customer. All of the services required shall be performed by MWT, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by MWT shall be employed in conformity with applicable local, state or federal laws.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

Mountain West Technologies Corporation

By: [Signature]
Name: KM Ridgeway
Title: President

City of Casper, Wyoming

By: [Signature]
Name: Ray Pacheco
Title: Mayor

GLOSSARY OF TERMS

In addition to the terms that are defined elsewhere in this Agreement, the following terms shall have the stated definitions in this Agreement.

"Acceptance Date" is defined in Section 3.1.

"Affiliate" means with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one of more intermediaries. For purposes of this definition, "control" and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the outstanding voting capital stock (or ownership interest, if not a corporation) of an entity or management or operational control over such entity. For MWT, Affiliate shall include Range Telephone Cooperative, Inc. and RT Communications, Inc.

"Annual Maintenance Fee" is defined in Section 8.14.

"Authorization(s)" shall mean all applicable governmental or non-governmental licenses, easements, rights of way, conduit, pole attachment and other facilities or property rights, licenses, contracts, franchises, approvals, permits, orders consents and all other rights required for MWT to provide the Fiber to Customer pursuant to this Agreement.

"Cable" means the fiber optic cable and the fibers contained therein, and associated splicing connections, splice boxes and vaults installed or to be installed by MWT as part of the MWT system.

"Chronic Service Outage" shall mean the MWT Fibers experience four (4) instances of eight (8) hours or greater of Service Outages in any forty five (45) day period.

"Delivery Date" shall mean the date that the IRU will be available for use at the fiber distribution panels designated by MWT hereunder.

"Force Majeure Event" means an event described in Article 16.

"Indefeasible Right of Use" or "IRU" means a form of interest in a telecommunications system in which the holder of the interest possesses a right to use the telecommunications system, but not ownership of the system.

"IRU Fee" is defined in Section 2.1.

"Optical Time Domain Refractory" is a test that monitors the light reflections on a pulse of light in a fiber.

"Point of Interconnect or POI" shall mean the location where Customer's cable interconnects with MWT fiber optic cables. Each POI will consist of a hand hole and fiber optic splice closure designated and installed by MWT where connection of the dark fibers

provided by MWT to Customer under this Agreement is spliced to Customer's own fiber optic facilities. Customer is responsible for the installation of its own fiber optic facilities up to each POI designated by MWT under Exhibit A of this Agreement.

"Planned Service Work Period" is defined in Section 8.8 and notification requirements in Section 6.6 and 6.7.

"Reasonable Best Efforts" when used herein in connection with a covenant of a Party, shall not obligate such party, unless otherwise specifically required by the operative terms of this Agreement, to make unreimbursed expenditures (other than costs or expenditures that would have been required of such party in the absence of the requirements of such covenants) that are material in amount, in light of the circumstances to which the requirement to use best efforts applies.

"Service Outage" shall mean a complete interruption, severe degradation, or failure of communication on the Customer's MWT Fibers between Meet Point Facilities, not caused by Force Majeure Event, Planned Service Work Period which occurs during the hours specified in the notice provided to Customer, or Customer's acts or Customer's Equipment.

"Specifications" shall mean the fiber transmission specification set forth in Exhibit B for which the MWT Fibers shall always adhere to.

"Underlying Rights" shall mean all Authorizations, deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests as are necessary for the construction, installation, operation, maintenance and repair of the MWT System.

Exhibit A
MWT Fibers

Exhibit A is for the utilization of twelve (12) strands of dark fiber optic cable, as more fully described below. This Exhibit A is attached to and incorporated into the Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Order. Customer hereby orders twelve (12) fiber optic strands of cable along, all pursuant to and in accordance with the terms of the Agreement. The order consists of twelve (12) strands of all MWT fiber optics within the greater Casper area, including demarcation points to the following locations:

- City Hall 200 N David St
- Recreation Center - 1801 E 4th
- Cemetery - 1860 E 12th
- Water Distribution Garage - 1600 SW Wyoming Blvd
- Ford Wyoming Center - 1 Events Dr
- City Garage – 1800 E K St
- Fire Station 1 – 200 W 1st St
- Fire Station 2 – 4000 S Coffman Ave
- Fire Station 3 – 2140 E 12th St
- Fire Station 5 – 555 Landmark Dr
- Fire Station 6 – 185 Valley Dr
- Municipal Golf Course – 2120 Allendale Blvd
- Metro Animal Control – 2392 E Metro Rd
- Casper Business Center – 123 W First Street

Demarcation Points (AKA POI): (Location(s) where fibers will be delivered)

IRU Fee: \$1,013,618, payable in accordance with the Agreement.

Annual Maintenance Fee: \$0.00

Delivery Date: Fiber installation and availability will be completed no later than September 30th, 2025.

Route Description:

Route Map: The map depicting the route path to each facility is attached as **Exhibit D** which is a confidential exhibit to this Agreement under Wyoming Statute section 16-4-203(d)(v) of the Wyoming Public Records Act. Lines displayed in Yellow are existing and Customer owned that will be licensed to MWT. Lines in Red and Green are owned by MWT.

Customer Responsibility: It is Customer's responsibility to ensure all the work on its side of the POI is completed prior to the desired due date. This includes, but is not limited to Customer securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations, which may include the need to secure construction permits and underlying rights, access agreements, access fees, lateral fees, riser fees, cross-connects, coordination at any third party owned location, and, where applicable, necessary space for MWT's fiber termination panel.

Exhibit B

Fiber specifications and acceptance testing

Terrestrial Only

SPECIFICATIONS

The fiber optic cable shall be single-armored unless otherwise approved by Customer and shall conform to all of the requirements set forth on Schedule 1 to this Agreement, which are incorporated herein by this reference.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope = <.092 ps/nm²*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- Total Dispersion = -10.0 to -1.0 ps/(nm*km) for 1530 nm to 1605nm

ACCEPTANCE TESTING

All splicing and testing shall be performed with industry-accepted equipment. MWT has performed testing of the Downtown after construction of the Fibers and met the specifications. MTW will allow and assist the Customer in testing the MWT Fibers to satisfy themselves that the specifications have been met. Industry accepted Optical Time Domain Reflectometer (OTDR) and Optical Power Loss tests shall be performed.

1.1 Splicing Standards are as follows for standard single mode fiber:

Splices shall be qualified during the initial construction with an OTDR from only one direction. Connector (pigtail) splices shall be qualified with a 1-km launch reel minimum. Unidirectional acceptance parameters are .2 dB loss at 1550nm.

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60kM shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60kM will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or hand holes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. Bi-directional acceptance parameters are as follows: 0.15 dB at 1550nm and/or 0.20dB at 1310nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
- At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

EXHIBIT C**EMERGENCY CONTACTS FOR OUTAGES AND EMERGENCY NON-
SCHEDULED DISPATCH**

ROUTINE AND EMERGENCY CONTACTS					
MWT			Customer		
NAME	TYPE	NUMBER	NAME	TYPE	NUMBER
Business Hours	Ph.	307-233-8400	Info. Tech.	Ph.	307.235.8422
After Hours	Ph.	307-233-8330	Police Dispatch	Ph.	307.235.8278
FAX	Ph.	307-462-4167			
Escalation.	Ph.	307-233-8555			

APPROVAL AS TO FORM

I have reviewed the IRU Agreement between WERCS Communications, Inc., D.B.A. Mountain West Technologies Corporation, and the City of Casper, Wyoming, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 7, 2022

A handwritten signature in black ink, appearing to read "Wallace Trembath III", written over a horizontal line.

**Wallace Trembath III
Deputy City Attorney**

September 2, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Tracey Belser, Support Services Director 
Michael Szewczyk, IS & Cybersecurity Manager
SUBJECT: City Facility Fiber Agreement with Mountain West Technologies

Meeting Type & Date:
Regular Council Meeting
September 20, 2022

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Mountain West Technologies, Inc. for the provision of fiber optic services in an amount not to exceed \$1,013,618.00, plus an authorization to encumber supplemental equipment funding in an amount not to exceed \$1000,000.00, for a total project budget of \$1,113,618.00.

Summary:

In 2006, the City entered into a 20 agreement with Bresnan Communications (currently Spectrum) for the provision of fiber optic connections between City Hall and 10 remote facilities. In 2015, staff began researching opportunities to replace the network in advance of 2026 with one that would provide additional connectivity, as well as redundancy in the event of failure along a particular line. A consultant provided an estimated cost of 4.5 million dollars for a City owned solution. Subsequent conversations with fiber installers confirmed the cost.

A City Council goal created in 2021 directed staff to “develop a plan for facilitating access to affordable and reliable digital infrastructure throughout Casper”, including “recommendation for internal City digital connection to all facilities”. Discussions held with multiple business community leaders conveyed the similar finding of frustrations with the limited options for high speed, reliable broadband, and restricted fiber availability with diversity of network paths.

Conversations with broadband providers for City facility connectivity led to three separate proposals for service:

- Spectrum Communications offered to continue providing the existing service at a cost of \$5,200.00 per month (\$1,872,000.00 over a 30-year period). A solution that would include redundancy from this vendor was substantially higher in cost.

- Visionary Broadband's agreement to provide Internet service to the schools in the Casper area created an opportunity to invite the City to partner for the purpose of connecting its facilities. Their proposal to provide 12 strands of fiber optic cabling for a 30-year agreement, including redundancy and all maintenance services, was \$3,042,500.
- Mountain West Technologies offered a similar proposal to Visionary; however, the total cost for their solution is \$1,013,618.00. In addition to a redundant network to City locations, this vendor has also proposed cables along the rest of its network where the City may have need at a future date.

Given that Visionary is building their network out to schools in the area and BluePeak is going to become a competitor in the region, this project with Mountain West is one more complement to providing citizens and businesses multiple options for the type of services that will best meet their needs. Likewise, the City organization will benefit from a robust and resilient network that connects more locations than the current implementation.

Financial Considerations:

Monies in the amount of \$1,113,618.00 is being requested from the Opportunity Fund for this project. \$100,000.00 of the total will be used for network equipment at the different locations.

Oversight/Project Responsibility:

Michael Szewczyk, Information Services and Cybersecurity Manager

Attachments:

Resolution

Indefeasible Right to Use Agreement



8/24/2023 1:49:50 PM

NATRONA COUNTY CLERK

Pages: 5

Tracy Good

Recorded: CC

Fee: \$24.00

MOUNTAIN WEST TECHNOLOGIES

1144230

FIRST AMENDMENT TO IRU AGREEMENT
[Conveyance of Facilities and License of Real Property]

This First Amendment to IRU Agreement ("**Amendment**") is made as of the 15th day of August, 2023, between the City of Casper, Wyoming, a Wyoming municipal corporation (the "**City**"), with offices at 200 North David Street, Casper, Wyoming 82601, and Mountain West Technologies Corporation ("**MWT**"), a Wyoming Corporation, with offices at 400 E. 1st Street, Suite 307, Casper, Wyoming 82601. Throughout this document, the City and MWT may be individually called a "**Party**" or collectively the "**Parties**."

RECITALS

A. On September 20, 2022, the parties entered into an "**IRU Agreement**" whereby Mountain West Technologies Corporation granted the City an exclusive indefeasible right of use to twelve (12) strands of dark fiber optic cable specified in the IRU Agreement for thirty (30) years.

B. In the IRU Agreement, the City agreed to license portions of its conduit, fiber and other appurtenances (hereafter "**Facility**" or "**Facilities**") in Natrona County, Wyoming, to MWT, generally near the Casper balefill area near Bryan Stock Trail and Metro Road, all as further described and shown in as-built drawings for the Casper Solid Waste Facility Fiber Optics Extension, Project No. 20-038 of the City of Casper, dated 4/28/21 (8 sheets, through Addendum #1 dated 5/24/21).

C. In inspecting the Facilities, MWT determined that the Facilities are in need of substantial repair, maintenance and expense including, but not limited to, replacement of fibers and conduit. MWT presented these findings to the City of Casper regarding the potential license of the Facilities. Based on the Parties review of those findings, the Parties have reached agreement that the City of Casper shall reduce the IRU fee payable to MWT under the IRU Agreement by the sum of Twenty Thousand Dollars (\$20,000) in exchange for the conveyance of the Facilities, and MWT shall repair and maintain said Facilities at its cost and expense and as otherwise described in the IRU Agreement.

D. The intent of this Amendment is to document the conveyance of the Facilities (but not the real property in which the Facilities are located) to MWT substantially as it uses its own fiber optic network and infrastructure to completely update the conduit and fibers and provide service to the City under the IRU Agreement.

E. MWT agrees to maintain the above-described portions of the City's conduit, fiber and other appurtenances in Natrona County, Wyoming.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree:

1. **Incorporation of Recitals.**

The recitals set forth above are incorporated herein at this point as if set forth as part of this Amendment.

2. **Amendment to the IRU Agreement.**

A. **Conveyance of the Facilities.**

1. The City hereby assigns and conveys to MWT the Facilities as defined in the recitals to this Amendment. Any terms of the IRU Agreement which conflict with this Amendment are hereby declared null and void.

2. THE CITY DOES NOT WARRANT OR REPRESENT THAT THE FACILITIES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS AGREEMENT, AND MWT ACCEPTS THE FACILITIES ON AN "AS IS, WHERE IS" BASIS.

3. The City shall be entitled to reduce the IRU Fee payable to MWT under the IRU Agreement by the sum of Twenty Thousand Dollars (\$20,000) for the conveyance of the Facilities described herein to MWT. MWT will update the conduit and fibers and provide service to the City under the IRU Agreement, and repair and maintain said facilities at its cost and expense and as otherwise described in the IRU Agreement.

B. **License of Real Property.**

1. The City hereby grants a License to MWT to construct, alter use, maintain, repair and replace the Facilities described herein on the City's property (the "licensed premises") for the term of the IRU Agreement and any extension terms thereof. At the end of the IRU Agreement term or any extensions terms, MWT shall remove the Facilities from the licensed premises, which exist outside of any areas that MWT has rights to utilize under its Franchise Agreement with the City of Casper, and restore the licensed premises to the same condition it was in before the construction authorized by this Amendment unless the City, at its sole discretion, allow the Facilities to be abandoned in place.

2. The work of constructing, altering, maintaining, repairing, replacing or removing the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of MWT and in accordance with good construction practice and the applicable City of Casper Standard Specifications. MWT's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this Amendment. The City reserves the right to, but need not, inspect such work in order to

ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the City and the general public and in such manner as to in no way endanger the general public in the use of said premises.

3. MWT agrees to indemnify the City, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the City, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the Facilities, to the extent such damage or injury is caused by the acts of MWT, its agents or employees.

4. The City reserves the right to use, occupy, and enjoy the licensed premises in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by it.

5. In the event the Facilities are conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.

6. This License is granted to MWT subject to all existing easements, rights-of-way, franchise rights, covenants, restrictions and reservations.

3. Other Terms.

A. Ratification. All other terms of the IRU Agreement not modified herein shall remain in full force and effect.

B. Recording. This document shall be recorded by MWT at its sole cost and expense, in the Natrona County, Wyoming, Clerk's office. Within seven days of recording, MWT shall provide the City with a copy of the recorded document.

IN WITNESS ~~WHEREOF~~ the Parties have caused this First Amendment to the IRU Agreement to be executed on the 15th day of August, 2023.

[Signature and notarization pages follow.]

Signature and Notarization Page for the City of Casper, Wyoming

APPROVED AS TO FORM:

Walter Tremel

ATTEST:



Amanda J. Ainsworth for F.T.
Fleur D. Tremel
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Bruce Knell
Bruce Knell
Mayor

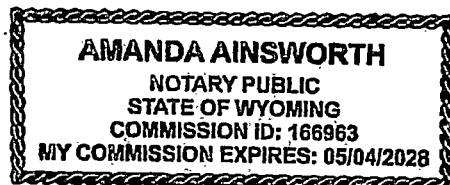
ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the 15th day of August, 2023, by Bruce Knell, as the Mayor of the City of Casper, Wyoming.

Amanda J. Ainsworth
Notary Public

My commission expires: 5/4/28



Signature and Notarization Page for Mountain West Technologies Corporation

THE UNDERSIGNED, Mountain West Technologies Corporation, accepts the same subject to the terms therein.

WITNESS:

Mountain West Technologies Corporation

By: Amanda McClain

Kyle Ridgeway
President

Printed Name: Amanda McClain

Title: Administrator

ACKNOWLEDGMENT

STATE OF Wyoming)
COUNTY OF Natrona) ss.

This instrument was acknowledged before me on the 27th day of July, 2023, by Kyle Ridgeway as the President of Mountain West Technologies Corporation.

Amanda McClain
Notary Public

My commission expires: 7-26-2029

AMANDA MCCLAIN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 163023
MY COMMISSION EXPIRES: 07/26/2029

EXHIBIT D
GRANT OF IRU

KNOW ALL PERSONS BY THESE PRESENTS that, subject to the terms and conditions of the IRU Agreement, dated September 20, 2022, (the "Agreement") the undersigned, Mountain West Technologies Corporation ("MWT"), hereby grants to City of Casper ("Customer") an indefensible right of use ("IRU") in and to the individual strands of optical Fiber (the "MWT Fibers") identified on Exhibit A of the Agreement attached hereto.

MWT represents and warrants that immediately prior to the delivery of this Grant of IRU it owned sufficient title to the MWT Fibers, adequate to enable MWT to grant this IRU to Customer. This Grant of IRU is subject to the terms of the Underlying Rights Requirements.

Customer executes this Grant of IRU to acknowledge the existence of the foregoing conditions and restrictions imposed by the agreement including the obligation for Customer to impose such conditions and restrictions on any third party obtaining an interest in the MWT Fibers from Customer.

Customer has performed the Acceptance Testing per Exhibit "Y". Acceptance date of fiber is deemed as December 31, 2025.

IN WITNESS WHEREOF, Customer and MWT have caused this Grant of IRU to be executed by their duly authorized representatives effective as of the date last set forth below.

Signature and Notarization Page for the City of Casper, Wyoming

APPROVED AS TO FORM:

ATTEST:

**CITY OF CASPER, WY
A Municipal Corporation**

Amanda Ainsworth
Clerk

Ray Pacheco
Mayor

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____,
2026, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires _____

Signature and Notarization Page for Mountain West Technologies Corporation

THE UNDERSIGNED, Mountain West Technologies Corporation, accepts the same subject to the terms therein.

WITNESS:

Mountain West Technologies Corporation

By: _____

Kyle Ridgeway

Printed Name: _____

Kyle Ridgeway
President

Title: _____

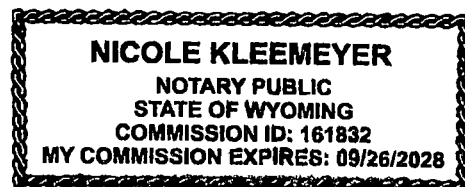
ACKNOWLEDGEMENT

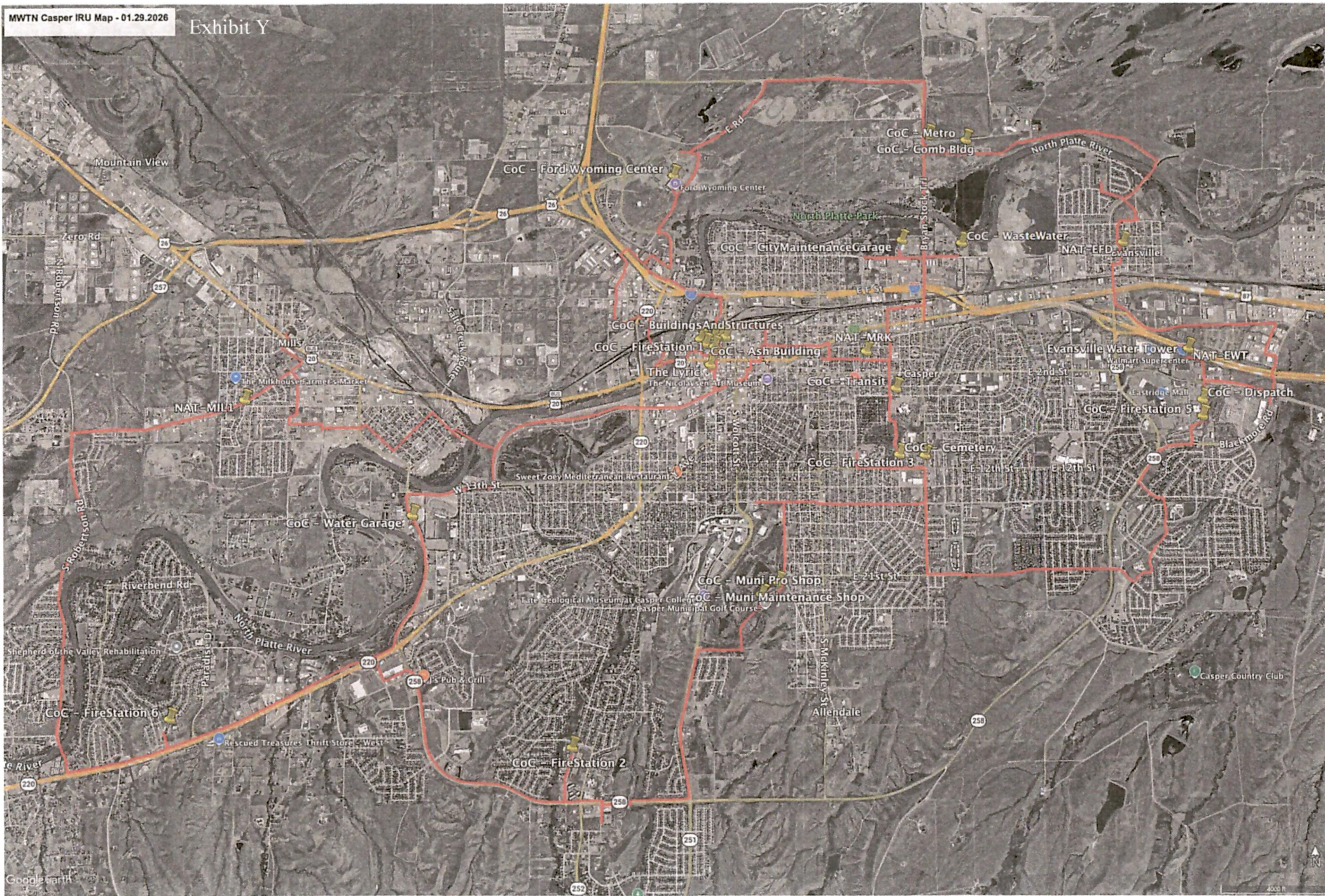
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the 16 day of February, 2026, by Kyle Ridgeway, as the President of Mountain West Technologies Corporation.

Nicole Kleemeyer
Notary Public

My commission expires 9/26/2028





RESOLUTION NO. 26-66

A RESOLUTION AUTHORIZING AN IRU ADDENDUM AND GRANT OF IRU BETWEEN THE CITY OF CASPER AND MOUNTAIN WEST TECHNOLOGIES CORPORATION FOR FIBER OPTIC CABLING SERVICES.

WHEREAS, Mountain West Technologies Corporation, has requested an addendum to the IRU (Indefeasible Right of Use) for fiber optic cabling services, execution of the Grant of IRU; and,

WHEREAS, the City of Casper agrees to the addendum and execution of the Grant of IRU.

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 Addendum to the First Amendment to the IRU Agreement for fiber optic cabling services and execution of the Grant of IRU between the City of Casper and Mountain West Technologies Corporation.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

March 2, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Matt Thomason, Buildings and Structures Manager

SUBJECT: Authorizing Amendment No. 1 to the Professional Services Agreement with Clean Club 307 L.L.C. for Custodial Maintenance Services

Meeting Type & Date

Regular Meeting
March 17, 2026

Action Type

Resolution

Recommendation

The Council, by Resolution, authorize Amendment No. 1 to the Contract for Professional Services with Clean Club 307 L.L.C. remove custodial maintenance services for Hogadon Lodge and add custodial maintenance services at the Solid Waste Administrative Office Building and the Landfill Maintenance Shop, both located at 2220 Bryan Stock Trail.

Summary

On July 1, 2024, the City of Casper executed a contract with Clean Club 307, L.L.C. for the provision of custodial maintenance work at various City facilities. The agreement dictated that locations to be cleaned may be added or removed by written amendment to the contract.

Clean Club has been unable to secure staff to provide reliable custodial services to Hogadon Lodge. Additionally, the Solid Waste Division purchased property on Bryan Stock Trail with two (2) buildings that Solid Waste requested be added to the scope of work.

The Buildings and Structures Manager reached out to Clean Club 307 L.L.C. to price services for the additional buildings. Staff reviewed the proposed costs and request approval of the amendment to eliminate Hogadon Lodge, add the two Solid Waste buildings, and make corresponding changes to the compensation schedule.

Financial Considerations

The costs for the additional custodial maintenance work, \$5,040 annually through fiscal year 2029 (FY29), will be paid from the Refuse and Balefill funds via interdepartmental service fees to Buildings and Structures for the management of the facility maintenance agreement.

Council Priorities

Well-Maintained Infrastructure & City Facilities

Safe and Healthy Community

Internal: Good Governance, Fiscal Management, and Customer Service

Oversight/Project Responsibility

Matt Thomason, Buildings and Structures Manager

Attachments

Amendment No. 1

Resolution

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this ____ day of _____, 2026, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Clean Club 307 L.L.C. (“Contractor”), P.O. Box 3532, Casper, Wyoming, 82601.

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. On July 1, 2024, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for custodial maintenance services.

B. The parties wish to enter into this Amendment No. 1 to remove custodial maintenance services for Hogadon Lodge and add custodial maintenance services at the Solid Waste Administrative Office Building and Landfill Maintenance Shop, 2220 Bryan Stock Trail, Casper, Wyoming 82601.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART 1 – AGREEMENT, SECTION 1 SCOPE OF SERVICES, SUBSECTION A. Locations and Service Frequency.

- A. The table in Section 1.A. is deleted in its entirety and replaced with the following table:

Location	Facility Manager	No. of Buildings	Square Footage*
Solid Waste Complex (Total)	Solid Waste Manager	8	30,465
Metro Animal Shelter	Metro Police Lieutenant	1	900

Parking Structure Restrooms	Buildings and Structures Manager	1	400
Fort Caspar Museum/Restrooms	Museum Supervisor	2	6,200
Washington Park Bathrooms	Parks Manager	1	800

B. The first sentence in Section 1.A.2. that begins with “Appendices A-I (excluding B) detail...” is hereby removed in its entirety and replaced with the following:

“Appendices A-F detail the tasks and frequency of tasks for each location covered under this Contract.”

3. AMENDMENT TO PART 1 – AGREEMENT, SECTION 3 COMPENSATION

The entirety of Part 1 Section 3 is hereby removed and replaced with the following:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of \$937,180. Administrative changes to the cleaning frequency, which must be agreed upon and documented in writing as described in 1.A.2, may result in an amended compensation schedule for the location, as appropriate.

Locations	Monthly Pricing	Annual Pricing 7/1/2024- 6/30/2025	Annual Pricing 7/1/2025- 6/30/2026	Annual Pricing 7/1/2026- 6/30/2027	Annual Pricing 7/1/2027- 6/30/2028	Annual Pricing 7/1/2028- 6/30/2029
Solid Waste Complex (Appendix A)	\$10,266	\$123,192	\$126,888	\$130,666	\$134,608	\$138,632
Metro Animal Shelter (Appendix B)	\$1,290	\$15,480	\$15,944	\$16,419	\$16,914	\$17,240
Parking Structure Restrooms (Appendix C)	\$975	\$11,700	\$12,051	\$12,410	\$12,784	\$13,166
Solid Waste Add-Ons (Appendix D)	\$420	N/A	\$2,300	\$5,040	\$5,040	\$5,040
Fort Caspar Museum/Restrooms (Appendix E)	\$2,040	\$14,963	\$15,412	\$15,874	\$16,350	\$16,841
Washington Park Bathrooms (Appendix F)	\$2,280	\$13,680	\$14,090	\$14,510	\$14,948	\$15,395
Yearly Totals:		\$179,015	\$186,685	\$194,919	\$200,644	\$206,314
Five Year Total:					\$ 967,577	

4. AMENDMENT TO PART 1 – AGREEMENT, SECTION 5 TERMS AND CONDITIONS

The entirety of Part 1 Section 5 is hereby removed and replaced with the following:

This Contract is subject to and incorporates the provisions attached hereto as PART II – GENERAL TERMS AND CONDITIONS and Appendices A, B, C, D, E F, G, and H.

5. AMENDMENT TO APPENDIX D

Appendix D – Hogadon Lodge Restrooms is hereby removed and replaced with Appendix D – Solid Waste Add-Ons.

6. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

7. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment 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 Amendment 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 Amendment, 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 Amendment as of the day and year above.

APPROVED AS TO FORM

Wallace Tremblay

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Clean Club 307 L.L.C.

By: _____

By: Heera Crosby

Printed Name: _____

Printed Name: HEERA CROSBY

Title: _____

Title: SUPERVISOR

Appendix D – Solid Waste Add-Ons

I. BUILDINGS/AREAS

Solid Waste Administrative Office Building: offices, break room, kitchen, bathrooms, conference room, storage room

5,346 square feet

Landfill Maintenance Shop: storage rooms

8,019 square feet

II. GENERAL SERVICE REQUIREMENTS:

1. The facility shall be thoroughly cleaned once per month at the time of the contractors choosing.
2. Strip or top scrub all hard surface floor, i.e. vinyl floor tile, terrazzo, ceramic tile, etc. Re-surface with three coats of sealer and three coats of floor finish. Service may be performed annually, if approved by the Facility Manager, at a cost not to exceed \$2,300 per year. Service shall be considered an additional service not covered under the scope of this contract and with regard to billing and payment.

III. TASKS AND FREQUENCY:

1. COMMON AREAS (SERVICE COUNTERS, CONFERENCE ROOMS, RESTROOMS, CORRIDORS, ETC.)

A. Monthly Services

1. Detail vacuum all entry mats.
2. Dust and damp mop hard surface floors. Disinfect restroom floors.
3. Clean entry glass to a height equal to top of door.
4. Spot clean walls and light switch plates.
5. Pick up trash and empty trash cans.
6. Dust all surfaces below 60”.
7. Clean and sanitize drinking fountains and dispensers.
8. Clean and sanitize all counter tops and appliances.
9. Damp wipe or brush furniture as needed
10. Pick up and sweep outside entrance 25’ out.
11. Vacuum entrance mats.
12. Empty restroom waste containers and replace liners.

13. Completely sanitize all restroom fixtures to include all porcelain, stainless steel, and chrome surfaces.
14. Replenish paper products.
15. Replenish soap dispensers.
16. Clean mirrors.
17. Empty and clean sanitary napkin containers.
18. Replenish sanitary napkins.
19. Spot clean partitions.
20. Replace burned out light bulbs.

B. Annual Services

1. Strip or top scrub and resurface all hard surface floors (only as requested).

2. OFFICE AREAS AND STORAGE ROOMS

A. Monthly Services

1. Spot vacuum any floor rugs.
2. Dust all surfaces below 60”.
3. Damp wipe or brush furniture as needed.
4. Spot clean all partitions and door glass.
5. Clean around light switches, and doorknobs with a treated cloth.
6. Remove trash, change liners if needed.
7. Refill paper dispensers, where applicable.
8. Dust and damp mop hard floors, including chair mats (vinyl tile and ceramic tile, etc.)
9. Replace burned out light bulbs.

B. Annual Services

1. Strip or top scrub and resurface all hard surface floors (only as requested).

RESOLUTION NO. 26-67

A RESOLUTION AUTHORIZING AMENDMENT NO. 1
TO THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND CLEAN
CLUB 307 L.L.C., FOR CUSTODIAL MAINTENANCE
SERVICES.

WHEREAS, on July 1, 2024, the City of Casper and Clean Club 307 L.L.C., entered into a Contract for Professional Services for custodial maintenance at City owned facilities; and,

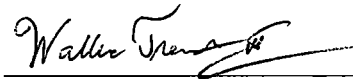
WHEREAS, the parties wish to amend the Contract to remove custodial maintenance services for Hogadon Ski Lodge and add custodial maintenance services at the Solid Waste Administrative Office Building and Landfill Maintenance Shop, located at 2220 Bryan Stock Trail, Casper, Wyoming 82601; and,

WHEREAS, Clean Club 307 L.L.C. is ready, able, and willing to modify its professional services as described in Amendment No 1 to Contract for 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, Amendment No. 1 to the Contract for Professional Services with Clean Club 307 L.L.C.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

March 2, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Matt Thomason, Buildings and Structures Manager

SUBJECT: Authorizing Amendment No. 6 to the Professional Services Agreement with Kone, Inc. to Modernize the Freight Elevator at the Ford Wyoming Center

Meeting Type & Date

Regular Meeting
March 17, 2026

Action Type

Resolution

Recommendation

That Council, by Resolution, authorize Amendment No. 6 to the Professional Services Agreement with Kone, Inc. to modernize the freight elevator at the Ford Wyoming Center.

Summary

The Freight elevator at the Ford Wyoming Center (FWC) is utilized to move equipment, furniture, and food and beverage items between levels of the facility, making it essential to the efficient operation of the venue during all events. The freight elevator is original to the construction of the building and has required significant repairs in the last five years. In 2021, the hydraulic jack that moves the freight elevator up and down failed. As part of a project that took nearly a year to complete, the hole for the hydraulic jack was re-drilled and the jack was replaced by Thyssenkrupp, the City's elevator service provider at that time.

In 2024, the City's new elevator service provider, Kone, Inc., inspected the freight and passenger elevators at the Ford Wyoming Center. They found that the hydraulic jack for the passenger elevator also required replacement, which was completed in early 2025. Kone's inspection didn't find any other high priority concerns, but recommended the freight elevator be modernized to ensure reliable operation into the future. The City's Facility Condition Assessment recommended FWC elevator upgrades in 2026, confirming the equipment has reached its end of life.

Modernizing an elevator consists of replacing several key components: the controller, power unit that powers the jack, all travel and hoistway wiring, control buttons inside of the car and buttons outside of the car that call the elevator, and the door detector edge that prevents the door from closing if something is in the way.

The maintenance agreement with Kone, Inc. mandates that they perform all maintenance on elevators covered under the maintenance agreement.

Financial Considerations

The total cost for the work will be Two Hundred Twenty-Seven Thousand, Seven Hundred Forty-Five Dollars (\$227,745.00). A down payment, for equipment purchase, of One Hundred Thirteen Thousand, Eight Hundred Seventy-Two Dollars and Fifty Cents (\$113,872.50) will be paid to Kone, Inc. within thirty (30) days of approval of this amendment.

This project is funded by One Cent #17 (OC#17) Public Building Improvement dollars.

Council Priorities

Livability and Quality of Life

Well Maintained Infrastructure & City Facilities

Fostering and Promoting Economic Vitality

Oversight/Project Responsibility

Matt Thomason, Buildings and Structures Manager

Attachments

Amendment No. 6 to the Professional Services Agreement

Resolution

**AMENDMENT NO. 6 TO THE CONTRACT
FOR PROFESSIONAL SERVICES ("AMENDMENT")**

This Amendment to the Contract for Professional Services ("Amendment") is entered into on this 17th day of March, 2026, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. KONE, Inc. ("Contractor"), 8585 Concord Drive #900, Englewood, Colorado, 82601.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. On June 20, 2023, the City and Contractor entered into a *Contract for Professional Services* ("Contract") for elevator maintenance.

B. On February 20, 2024, the parties entered into Amendment No. 1 to the Contract to add an additional scope of work for the City Hall Elevator Modernization project.

C. On March 19, 2024, the parties entered into Amendment No. 2 to the Contract to add an additional scope of work regarding repairs to the elevator in the City's parking structure.

D. On August 20, 2024, the parties entered into Amendment No. 3 to the Contract to replace the hydraulic jack for the Ford Wyoming Center passenger elevator.

E. On February 4, 2025, the parties entered into Amendment No. 4 to the Contract to address unforeseen conditions related to the hydraulic jack replacement project at the Ford Wyoming Center.

F. On February 3, 2026, the parties entered into Amendment No. 5 to the Contract to repair the passenger elevator at the City Center Building.

G. The parties wish to enter into Amendment No. 6 to the Contract to modernize the freight elevator at the Ford Wyoming Center.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. **AMENDMENT CREATING AND ADDING PART VIII:** The Contract is amended by creating Part VIII – Ford Wyoming Center Freight Elevator Modernization and shall read as follows:

PART VIII – FORD WYOMING CENTER FREIGHT ELEVATOR MODERNIZATION

A. **IN GENERAL:** The Scope of Services for Amendment No. 6 is separate from and in addition to the Scope of Services in Part I of the Contract. It is set forth herein as Part VIII to the Contract.

B. **SCOPE OF SERVICES:** The Contractor shall provide the following services to the freight elevator located at the Ford Wyoming Center located at Ford Wyoming Center, #1 Events Drive, Casper, Wyoming, 82602:

- i. The Contractor shall furnish the necessary labor, materials, tools, and supervision to provide elevator modernization services for the Ford Wyoming Center Freight elevator, generally described as follows:
 - a. Supply and install an Alpha Lykos Hydraulic controller;
 - b. Supply and install an MEI Submersible elevator power unit;
 - c. Supply and complete new wiring throughout the elevator system, including travel cable wiring, hoistway wiring, and spare wires for future security or camera installation;
 - d. Supply and install Innovation Industries, Inc. elevator controls/fixtures (buttons, switches, etc. inside of elevator);
 - e. Supply and replace hall lanterns/position indicators (arrows/numbers outside of car located above door), and
 - f. Supply and install two new 3D door protection devices.

C. **TIME OF PERFORMANCE:** The services rendered under this Amendment No. 6 shall be completed no later than December 31, 2026.

D. **COMPENSATION:** In consideration for the performance of service under this Amendment No. 6, the Contractor shall be compensated for services performed in accordance with Part VIII. Scope of Services, not to exceed Two Hundred Twenty-Seven Thousand, Seven Hundred Forty-Five Dollars (\$227,745.00)

E. METHOD OF PAYMENT: Payment for the cost of equipment in the amount of One Hundred Thirteen Thousand, Eight Hundred Seventy-Two Dollars and Fifty Cents (\$113,872.50.00) shall be paid within thirty (30) days of execution of this Amendment.

- i. The remainder of payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- ii. If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment made by the Contractor pursuant to this Contract.

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

4. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment 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 Amendment 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 Amendment, 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 Amendment as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

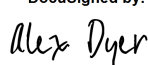
WITNESS

CONTRACTOR
KONE, Inc.

By: _____

Printed Name: _____

Title: _____

DocuSigned by:

By: _____
54F7AA699ABF49A...

Printed Name: Alex Dyer

Title: General Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AMENDMENT NO. 6
TO THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND KONE, INC.,
FOR MODERNIZATION OF THE FREIGHT
ELEVATOR AT THE FORD WYOMING CENTER.

WHEREAS, on June 20, 2023, the City of Casper and Kone, Inc., entered into a Contract for Professional Services for the servicing and maintenance of elevators at City owned facilities; and,

WHEREAS, since that time, the parties have entered into five (5) contract amendments for various maintenance projects that fell outside of the original scope of the Contract; and,

WHEREAS, the City desires to modernize the freight elevator at the Ford Wyoming Center to ensure its reliable operations into the future; and,

WHEREAS, Kone, Inc., is ready, able, and willing to provide the professional services described in Amendment No. 6 to the Contract for 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, Amendment No. 6 to the Contract for Professional Services with Kone, Inc., in an amount not to exceed Two Hundred Twenty-Seven Thousand Seven Hundred Forty-Five Dollars (\$227,745.00).

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 24, 2026

MEMO TO: Janine Jordan, City Manager 
FROM: Ethan Yonker, P.E., Interim Public Services Director 
SUBJECT: Authorizing a Contract for Outside-City Water Service with Western Agricultural Products, LLC.

Meeting Type & Date
Regular Council Meeting
March 17, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Water Service with Western Agricultural Products, LLC.

Summary
This contract provides Outside-City water service for 7932 Zero Road, Casper, Wyoming. The property is located west of Casper. The property will obtain water service by connecting to the 16-inch PVC water main located in Seven Mile Road, as shown on the map (Exhibit "A").

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

Financial Considerations
No financial considerations

Council Priorities
Environmental Sustainability and Stewardship

Oversight/Project Responsibility
Ethan Yonker, P.E. Water Operations Officer

Attachments
Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2026, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Western Agricultural Products, LLC, 7932 Zero Road, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a tract of land in the SE¼SE¼SE¼ of Section 32, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner has obtained License 29-25-31, attached as Exhibit "B", from Natrona County Board of Commissioners authorizing installation of the underground water service; and,
- D. Owner can connect by a service line into the 16-inch water main located in Seven Mile Road; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

- 1. Service
 - a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
 - b. Owner shall be allotted one (1) water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
 - c. The Owner shall install one ¾-inch or 1-inch water service line from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
 - d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its

mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Seven Mile Road or Zero Road at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys'

fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's

performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:
- | | |
|------------------------------------|--------------------------------|
| Owner Info | City of Casper |
| Western Agricultural Products, LLC | Attn: Public Services Director |
| Attn: Cheri Cook | 200 North David |
| 7932 Zero Rd | Casper, WY 82601 |
| Casper, WY 82604 | |
- 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.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

ATTEST:

Julie Hart

OWNER:

Cheri D Cook
Western Agricultural Products, LLC

The undersigned mortgagee for First Interstate Bank hereby agrees to, consents, and ratifies this agreement.

3-6-26

Date

First Interstate Bank
MORTGAGEE

By: Adam Booth

Printed Name: Adam Booth

Title: Commercial Market President

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Corporate/Partnership Form)

We, Western Agricultural Products, LLC, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**WESTERN AGRICULTURAL PRODUCTS, LLC
7932 ZERO ROAD
CASPER, WY, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

WESTERN AGRICULTURAL PRODUCTS, LLC
AS OWNER:

3-6-26
Date

By: Cheri D Cook
Name: Cheri D Cook
Title: Co-owner

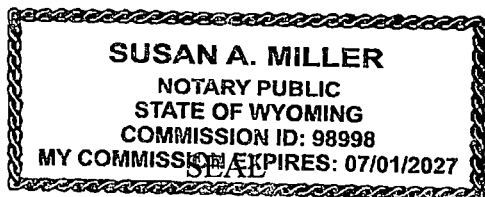
3-6-26
Date

First Interstate Bank
MORTGAGEE

By: Adam Booth
Name: Adam Booth
Title: Commercial Market President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 6 day of March,
2026, by Cheri D. Cook, as Co-Owner of Western Agricultural Products, LLC.

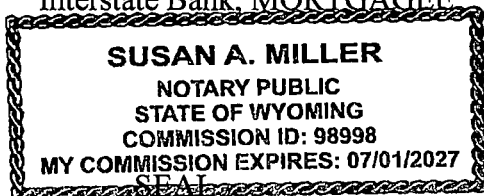


Susan A Miller
Notary Public

My commission expires: 7-1-2027

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

This instrument was acknowledged before me this 6 day of March,
2026, by Adam Booth, as Commercial Market of First
Interstate Bank, MORTGAGEE President



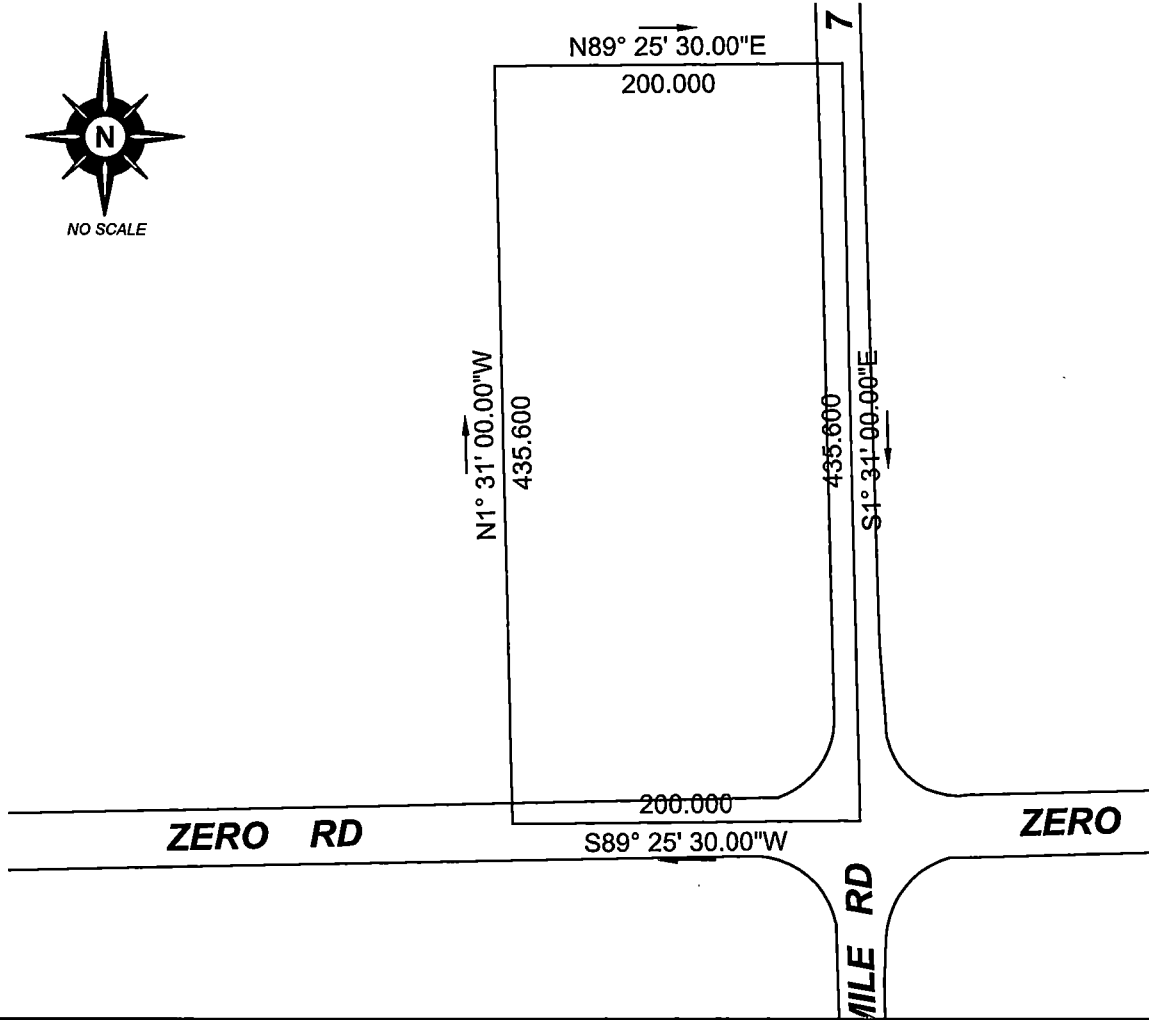
Susan A Miller
Notary Public

My commission expires: 7-1-2027

LOCATION MAP



NO SCALE



CITY OF CASPER ENGINEERING
200 NORTH DAVID STREET
CASPER, WYOMING 82601

EXHIBIT A

7932 ZERO RD

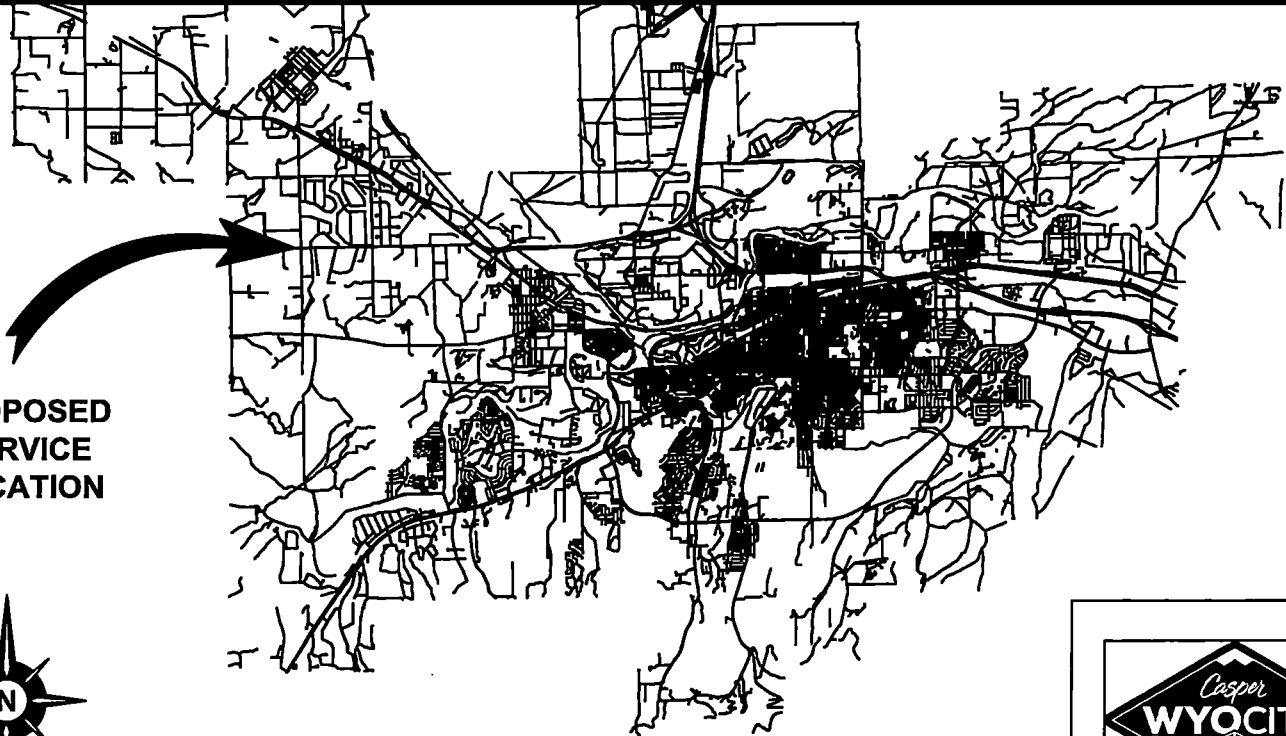
SE1/4SE1/4SE1/4

SECTION 32 T34N

R80W

OF THE 6TH
 PRINCIPAL MERIDIAN
 NATRONA COUNTY,
 WY

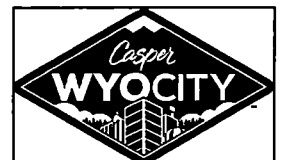
**PROPOSED
 SERVICE
 LOCATION**



VICINITY MAP



NO SCALE



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING IS THE SE $\frac{1}{4}$ OF SAID SECTION 32; FROM SAID POINT OF BEGINNING, WHICH IS THE SOUTHEAST CORNER OF THE TRACT, S.89°25'30"W. ALONG THE SOUTHERLY LINE OF SECTION 32, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF THE TRACT; THENCE N.01°31'W. ALONG A LINE PARALLEL TO THE EASTERLY LINE OF SAID SECTION 32 A DISTANCE OF 435.60 FEET TO THE NORTHWEST CORNER OF THE TRACT; THENCE N.89°25'30"E. ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID SECTION 32 A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE S.01°31'E. ALONG THE EASTERLY LINE OF SAID SECTION 32 A DISTANCE OF 435.60 FEET TO THE POINT OF BEGINNING.

COUNTY OF NATRONA, STATE OF WYOMING

LICENSE No. 29-25-31

LICENSE

Date 12-10-25 Road 7 mile RdThe BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Western Agricultural Products LLC(hereinafter called the "Licensee"), to construct, maintain, use and operate water tap (hereinafter called the "Facility"), located in Section 32 Township 34 N, Range 80 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this license, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor.

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement _____
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion _____
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

My term of office expires
January 4, 2027

ATTEST:

Tracy Good
County Clerk

County Clerk

COUNTY OF NATRONA
By *Michael D. Hagen* 12/10/25
Road & Bridge Superintendent
By _____
County Surveyor
By _____
Chairman of the Board of County Commissioners.

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Secretary

Cheri D. Cook
President

President

(the original instrument must be recorded in the County Clerk's office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

EXHIBIT 'A'

No. 29-25-31

COUNTY OF NATRONA

APPLICATION FOR City of Casper Outside-City
Water tapApplicant: Western Agricultural Products LLCAddress: 7932 Zero Rd. Phone: 307-267-5335

Furnish the Following Information:

1) Location: Section 32, Township 34 North, Range 80 West.2) County Road Designation 7 mile Rd3) Surface of County Road Asphalt

4) Soils Type where applicable

5) Reason for Application To supply water to Shop

6) Specifications: (Attach 3 copies where applicable)

7) Plan: (Attach 3 copies where applicable)

SKETCH

Attached

Approved:

Michael D. High 12/10/25
Road and Bridge Superintendentx Cheri D Cook 12-10-25
Applicant or Agent Date

County Engineer

Wyo. Reg. P.E.

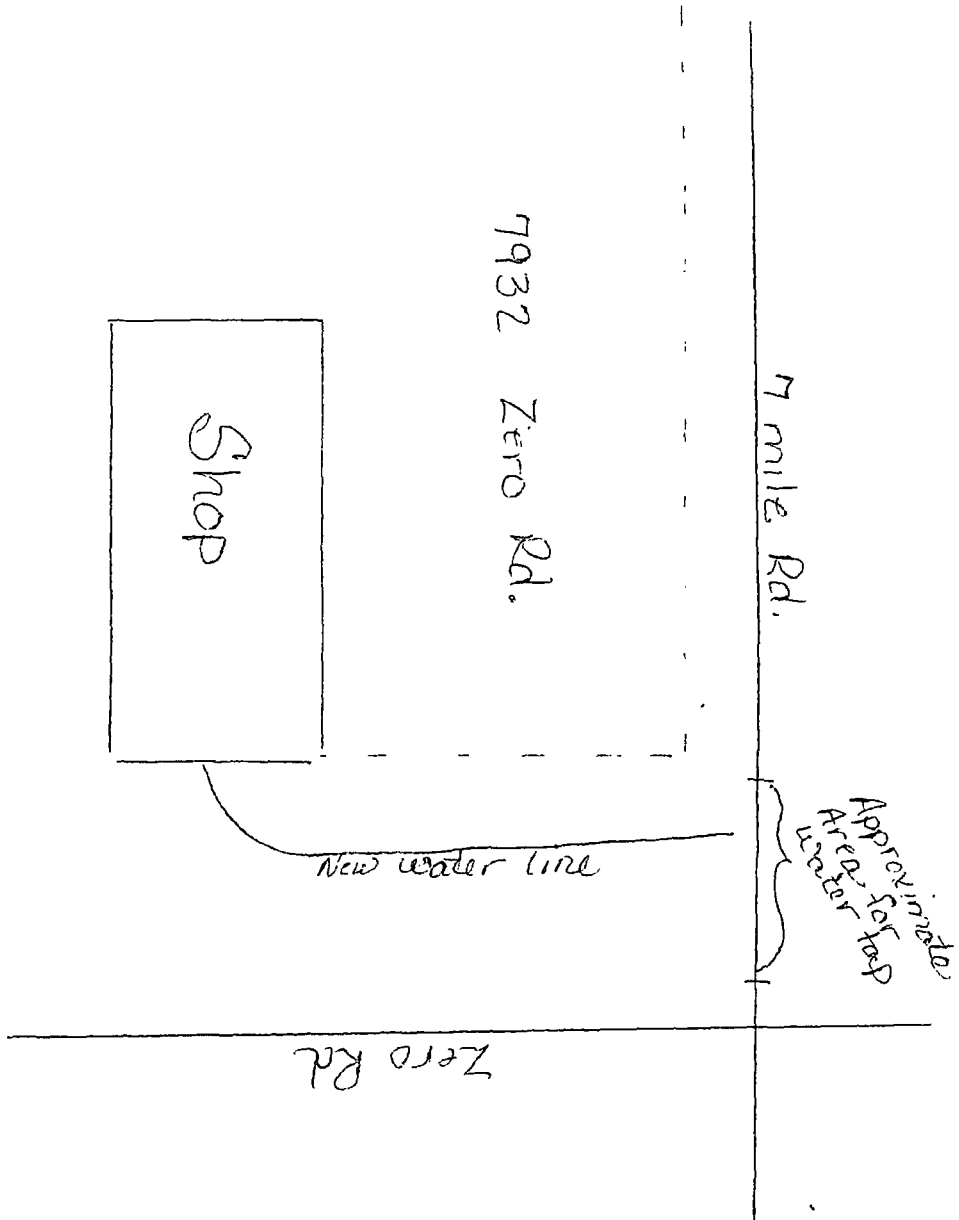
Date

County Commissioner

Approval Date:

Completion Date:

29-25-31



RESOLUTION NO. 26-69

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY WATER SERVICE WITH WESTERN
AGRICULTURAL PRODUCTS, LLC.

WHEREAS, Western Agricultural Product, LLC, has requested outside-City water service from the City of Casper for a tract of land in the SE¼SE¼SE¼, Section 32, Township 34 North, Range 80 west of the 6th P.M., in Natrona County, Wyoming, with an address of 7932 Zero Road, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Western Agricultural Products, LLC, 7932 Zero Road, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

February 19, 2026

MEMO TO: Janine Jordan, City Manager 
FROM: Liz Becher, Community Development Director
SUBJECT: Appointment of Property Owners to the Old Yellowstone District Advisory Committee

Meeting Type & Date:

Regular Council Meeting, March 17, 2026.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, reappoint Kelly Ivanoff (Wyoming Plant Company) and Phillip Rael (State Farm Insurance) to one (1) year-terms expiring December 31, 2026; and appoint Martin Axlund (Brick & Bond) and Lindsey Grant (The Lyric) to their first two (2) – year terms expiring December 31, 2027, on the Old Yellowstone District Advisory Committee.

Summary:

The rules of Procedure for the Old Yellowstone District Advisory Committee require that there be seven (7) property owner members, with alternating terms, as well as two (2) Planning and Zoning Commissioners and two (2) City Council members. The appointments are voluntary positions. The other property owner representatives on the Committee include Karen Meyer (Wyoming Automotive), Rachel Mondle (Racca's Pizzeria), and Michelle Schwahn (Cygnet Brewing).

Public notice of the openings was published in the Casper Star-Tribune, with a request to submit a letter of interest to the Community Development Department by Friday, January 2, 2026. Four (4) letters of interest were received by the deadline.

Financial Considerations:

None

Council Priorities:

Fostering and Promoting Economic Vitality

Oversight/Project Responsibility:

Liz Becher, Community Development Director

Attachments:

Public Notice

Letters of Interest

AFFIDAVIT OF PUBLICATION

Planning Admin
City of Casper
200 N David St

State of New Jersey, County of Camden, ss:

Laquansay Nickson Watkins, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of Casper Star-Tribune, a division of Lee Publications, Inc. A newspaper published in CASPER, NATRONA COUNTY, WYOMING, who declares that the attached Notice was published in said newspaper on the following dates:

PUBLICATION DATES:

Dec. 13, 2025

NOTICE ID: E0XEmtDG45LqKfrlPIP0

PUBLISHER ID: COL-WY-2632

NOTICE NAME: Public Notice for OYD Committee Members

TOTAL AD COST: \$152.63

FILED ON: Dec. 2, 2025

(Signed) Laquansay Nickson Watkins

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

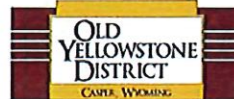
Subscribed in my presence and sworn to before me on this: 12/15/2025

SM S. & Poe

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE



The City of Casper is in the process of soliciting applications from individuals interested in serving as members of the Old Yellowstone District Advisory Committee. The committee is comprised of seven (7) property owners and/or business owners from the Old Yellowstone District appointed by the Casper City Council. In addition, two City Council representatives, two Planning & Zoning Commissioners, and City staff will serve on the committee. The advisory committee plays an essential role in the City's plans to implement and promote the redevelopment of the Old Yellowstone District through discussion about development proposals, grant applications, creation of neighborhood outreach programs, design and review of marketing materials, and recommendations related to the Form-Based Code.

Two (2) of the property owner committee seats for a 2-year term are open, and two (2) of the property owner committee seats for a 1-year term are open. If you are interested in serving as a member of this committee, please submit a letter of interest. The letter should include the following: a) highlights of the applicant's personal and business backgrounds; b) involvement the applicant has had on other advisory committees; and c) examples of outreach activities the applicant would like to accomplish. All applicants must currently own property or a business in the Old Yellowstone District, or be a designee of a property owner.

Submit your letter of interest to the Community Development Office, Attn: OYD Committee, 200 North David Street, Casper, Wyoming, 82601, no later than 12:00 Noon on Friday, January 2, 2026, or email it to planning@casperwy.gov. Interviews will be scheduled with representatives of the OYD Advisory Committee, if applicable.

For additional information and boundaries of the Old Yellowstone District, please contact Liz Becher – Community Development Director, at 307-235-8241 or lbecher@casperwy.gov, or visit www.oldyellowstonedistrict.com.
Published: December 13, 2025
Legal No: COL-WY-2632



Wyoming Plant Company
358 S. Ash St.
Casper, WY 82601
307-262-2963

29 December 2025

Community Development Office
Attn: OYD Committee
200 North David Street
Casper, Wyoming 82601

Dear OYD Selection Committee,

I would like to express my interest in remaining on the OYD Advisory Committee through 2027. The past five years have been extremely fulfilling. I trust my contributions have been seen as fair, honest, and valuable to the committee and the businesses and residents of the Old Yellowstone District and the City of Casper.

I have served on the committee since 2022. In addition to attending scheduled board meetings, I have also participated in numerous volunteer activities to promote the OYD and the City of Casper. It's been a wonderful experience and I hope to continue to serving.

I'm excited for the future of Casper and in particular the Old Yellowstone District. There is a wonderful excitement in the air and so many opportunities for all members of the district.

Thank you for your kind consideration of my interest.

Very Respectfully,

Kelly Ivanoff
Wyoming Plant Company

January 2, 2026

Phillip Rael State Farm Insurance

770 W Collins Dr. Ste 100

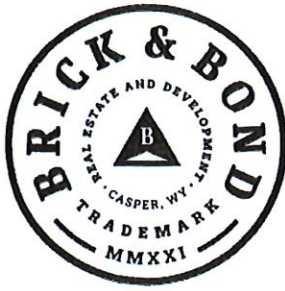
Casper, WY 82601

To OYD Committee,

Please consider me as being a OYD Committee Member. I'm invested in the OYD and I know the OYD Committee is very influential in improving the OYD. I'd like to be a part of that.

Sincerely,

Phillip Rael



455 North Poplar St. • Casper, WY 82601

brickandbondwyo.com

January 2, 2026

Dear OYD Selection Committee,

I am writing to express my interest in serving a one-year or two-year term on the Old Yellowstone District Advisory Committee. As the COO of a company that owns property in the Old Yellowstone District and an active participant in its continued development and revitalization, I would welcome the opportunity to contribute my experience and perspective in service of the district and the Casper community.

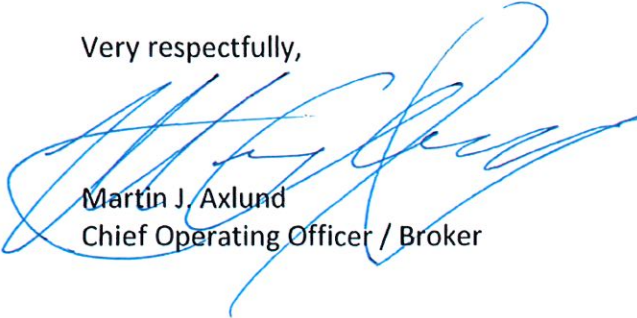
Professionally, I am involved in real estate development and investment in downtown Casper, with a focus on projects within and adjacent to the Old Yellowstone District. My work has included adaptive reuse, new construction, and long-term planning efforts that emphasize thoughtful design, economic vitality, and respect for community character. I have a strong understanding of the Form-Based Code and its role in guiding intentional development within the district.

In addition, I have served on several boards and advisory bodies in Casper, where collaboration, public engagement, and balanced decision-making are essential. These roles have reinforced the importance of listening to diverse stakeholders and working constructively with City staff while maintaining a long-term vision.

If appointed, I would be particularly interested in supporting outreach efforts that strengthen connections between property owners, businesses, residents, and visitors. This includes participating in service projects, supporting events that highlight the OYD as a destination, and contributing to discussions around development proposals and grant opportunities that align with the district's goals.

Thank you for your consideration. I am enthusiastic about the continued momentum in the Old Yellowstone District and would be honored to contribute to its ongoing success.

Very respectfully,


Martin J. Axlund
Chief Operating Officer / Broker

info@brickandbondwyo.com

307-266-0415



Lindsey Grant

January 2, 2026

As Executive Director of The Lyric, I am currently leading a \$25 million capital campaign to build a new performing arts hall in Casper's Old Yellowstone District. To date, we have raised more than \$14 million and anticipate beginning construction this summer. This work has strengthened my skills in donor cultivation, board leadership, and strategic planning, including the development of comprehensive donor engagement and recognition strategies that have resulted in several transformative contributions.

Beyond The Lyric, I bring entrepreneurial experience as the former owner of Grant Street Grocery and Market. That role provided invaluable lessons in business operations, leadership, and community building, and further cemented my commitment to fostering growth and opportunity in Casper. I have owned my own marketing company and also operate a successful Airbnb in downtown Casper.

I have also served in advisory and collaborative roles that align closely with the work of the Old Yellowstone District. As a member of the Downtown Development Authority's Marketing Committee, I was involved in initiatives such as the development of downtown public restrooms and wayfinding signage. During the early phases of David Street Station, I contributed from multiple fronts and was invited to participate in the Stateline Architects charrette, offering input during a formative stage of the project.

What excites me most about this opportunity is the chance to continue supporting thoughtful growth, collaboration, and community outreach in the Old Yellowstone District. I would welcome the opportunity to further discuss how my background and experience align with the goals of the Old Yellowstone District Advisory Committee. Thank you for your consideration.

Warm regards,

Lindsey Grant

March 2, 2026

MEMO TO: Janine Jordan; City Manager 
FROM: Jacob Black; Fire Chief
Jason Speiser; Deputy Chief
SUBJECT: Zoll Zenix Cardiac Monitors Purchase in the Amount of \$464,630.25

Meeting Type & Date

March 17, 2026

Regular Council Meeting

Action Type

Minute Action

Recommendation

That City Council by Minute Action approve the purchase of seven Zoll Zenix cardiac monitors in the amount of \$464,630.25 utilizing a Sourcewell Cooperative Purchasing Agreement to be included in FY26 budget amendment #3.

Summary

Casper Fire-EMS's current cardiac monitors are seven years old and showing significant wear, leading to increased maintenance needs and high repair costs due to expired warranty coverage. Cardiac monitors are essential, front-line tools used on nearly every medical emergency to assess heart rhythms, deliver defibrillation, guide cardiac interventions, and provide real-time patient data to responders and transport agencies. Reliable, modern monitors are critical to rapid clinical decision-making and directly impact patient survival during cardiac and medical emergencies.

The proposed Zoll Zenix cardiac monitors represent Zoll's latest technology and offer improved durability, accuracy, and functionality. They are also fully compatible with the cardiac care equipment used by local transport agencies, ensuring seamless data transfer, coordinated care, and uninterrupted patient management throughout the continuum of medical response.

Financial Considerations

One Cent #17 funds to be allocated with FY26 Budget Amendment #3.

Council Priorities

Goal #1 Safe and Healthy Community.

Oversight/Project Responsibility

Deputy Chief Jason Speiser

Attachments

Zoll Quote

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-131445 Version: 2

Casper Fire Department
200 N David St
Casper, WY 82601

ZOLL Customer No: 194157

Jason Speiser
(307) 235-8321
jspeiser@casperwy.gov

Quote No: Q-131445
Version: 2

Issued Date: February 20, 2026
Expiration Date: March 31, 2026

Terms: Net due in 30 days

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Kayla Ertle
EMS Territory Manager
kertle@zoll.com
+1 7202614764

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-19879	8116-11-41-23101-10-USA	Zenix Monitor/Defibrillator, EMS, Fire Configuration 12-lead, Pacing, SpO2, SpCO, EtCO2, NIBP, Real BVM Help, Real CPR Help - Includes: SurePower 4 Battery, Zenix Power Cord (NA), Zenix MFC Cable, Zenix 12-lead ECG Cable (AAMI), Masimo RD Rainbow SET Patient Cable (4 ft, EMS), Zenix AC-DC External Power Supply, Zenix Accuvent Z-Link Cable, Zenix NIBP Patient Hose, Zenix NIBP Cuff (Reusable, Adult Plus), Zenix Z-Fold Paper, Zenix MFC Self Test Plug Kit, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Z-Link Cable included. (Accuvent disposable sensors sold separately) • SunTech NIBP technology. 10 foot single lumen hose and SunTech Reusable Adult Plus Cuff included • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® •	7	\$65,250.00	\$53,450.00	\$374,150.00
2	CH-19879	8016-000111-01	SurePower 4 Battery	14	\$1,180.00	\$1,040.00	\$14,560.00
3	CH-19879	8016-001000	SurePower 4 Charger Adapter	7	\$450.00	\$395.00	\$2,765.00

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Casper Fire Department
Quote No: Q-131445 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4	CH-19879	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	7	\$1,302.00	\$991.38	\$6,939.66
5	CH-19879	98-0599-4C	Zenix NIBP Cuff, Large Adult Plus	7	\$30.00	\$26.50	\$185.50
6	CH-19879	98-0599-4K	Zenix NIBP Cuff, Small Adult Plus	7	\$30.00	\$26.50	\$185.50
7	CH-19879	98-0599-41	Zenix NIBP Cuff, Child	7	\$20.00	\$17.65	\$123.55
8	CH-19879	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	7	\$900.00	\$885.60	\$6,199.20
9	CH-19879	8000-000131	Masimo RD SET CS-3 SpO2 Adhesive Sensor, Pediatric, 3 ft, Box of 20	1	\$340.00	\$306.00	\$306.00
10	CH-19879	8000-000132	Masimo RD SET CS-3 SpO2 Adhesive Sensor, Infant, 3 ft, Box of 20	1	\$420.00	\$378.00	\$378.00
11	CH-19879	8000-010115	Masimo NomoLine LH Airway Adapter SET, Adult/Pediatric, Box of 25	1	\$350.00	\$308.00	\$308.00
12	CH-19879	8000-010113	Masimo NomoLine LH Nasal/Oral CO2 Cannula w/ O2, Adult, Box of 25	1	\$460.00	\$405.00	\$405.00
13	CH-19879	8000-010112	Masimo NomoLine LH Nasal/Oral CO2 Cannula, Pediatric, Box of 25	1	\$410.00	\$360.00	\$360.00
14	CH-19879	8900-000422-01	Zenix CPR AA Electrode, Box of 8	2	\$850.00	\$750.00	\$1,500.00
15	CH-19879	8900-000424-01	Zenix CPR Pediatric Electrode, Box of 8	1	\$950.00	\$835.00	\$835.00
16	CH-19879	8016-000299-01	Zenix Accuvent Z-link Cable	7	\$670.00	\$590.00	\$4,130.00
17	CH-19879	8016-000860-01	Zenix Carry Case, Large	7	\$490.00	\$430.00	\$3,010.00
18	CH-19879	8000-001128	AccuVent Sensors, Box of 10	1	\$821.00	\$624.84	\$624.84
19	CH-19879	8000-000878-01	Zenix Fan Folder Paper, Grid, Box of 10	4	\$49.00	\$43.00	\$172.00

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Casper Fire Department
Quote No: Q-131445 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		8400-110045	CaseReview Premium Subscription, X Series / Zenix, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	6	\$2,616.00	\$2,616.00	\$15,696.00
21		8778-890055-WF-ZNX	Zenix Worry-Free Service Plan - 5 Years - On-Site - At Time of Sale Includes: Annual preventive maintenance, battery charger repairs per ZOLL Limited Product Warranty, SurePower 4 Battery replacement upon verified failure, accidental damage coverage, on-site service, and pod replacement upon verified failure. Shipping and use of a Service Loaner upon request, during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	7	\$12,190.00	\$10,971.00	\$76,797.00
22		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	6		(\$7,500.00)	(\$45,000.00)

Subtotal: \$464,630.25

Total: \$464,630.25

Contract Reference	Description
CH-19879	Reflects Sourcwell 2023 041823-ZLL Contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Sourcwell 2023 041823-ZLL shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through March 31, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

Additional Language

Software subscriptions to be paid annually.

Software subscriptions to be paid annually.

Warranty to be billed annually.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Casper Fire Department
Quote No: Q-131445 Version: 2

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Casper Fire Department

Authorized Signature:

Name: _____

Title: _____

Date: _____



Casper Fire Department
Quote No: Q-131445 Version: 2

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

March 2, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Ethan Yonker, Interim Public Services Director
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Flat-Bed Tilt Deck Trailer, in the Total Amount of \$9,850.00, for Use by the Casper Police Department.

Meeting Type & Date

Regular Council Meeting

March 17, 2026

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new flat-bed tilt deck trailer, from JJE Trailer Sales and Service, Casper, Wyoming, for use by the Casper Police Department, in the total amount of 9,850.00.

Summary

On February 27, 2026, quotes were requested for one (1) new flat-bed tilt deck trailer; three (3) quotes were received. The new trailer will be used by police officers for storing and transporting traffic cones and traffic barrels for short-term or mobile operations, temporary lane closures, and marking zones on lower-speed roads.

The selected trailer for this purchase was the lowest of the quotes received and will be available in 30 days.

The quotes were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) 2026 Horizon 22' Tilt Deck	JJE Trailer Sales Casper, WY	\$9,850.00	NA	\$9,850.00
(1) 2026 Interstate 22' Tilt Deck	Trailers Plus Casper, WY	\$10,059.00	NA	\$10,059.00
(1) 2026 Ironbull 22' Tilt Deck	Wyoming Trailers Casper, WY	\$10,400.00	NA	\$10,400.00

The recommended purchase of the new flat-bed tilt deck trailer from JJE Trailer Sales and Service, Casper, WY, complies with the intent of all requested specifications.

Financial Considerations

This purchase was approved in the FY26 adopted budget and is funded by One Cent Capital Funds. Approved budget for this project is \$9,850.00.

Council Priorities

- Safe and Healthy Community
- Internal Good Governance and Fiscal Management

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Zack Winter, Police Fleet Coordinator, after the equipment is received.

Attachments

Quotes

JJE Trailer Sales & Service

2410 Revenue Blvd
Casper, Wyoming (WY) 82601
Call Us: (307) 258-0427
<https://www.jjetrailer.com/>



JJE TRAILER SALES & SERVICE

2026 HORIZON ETZBP - 83" X 22' 15.2K TILT

RETAIL PRICE - \$10,100

OUR PRICE - \$9,850

SAVINGS - \$250



Bumper Pull

2 - 7K Lippert Electric Brake Auto Adjust Oil Bath Torsion Axles

ST235/80R16 Tires (10 ply) w/Black Mod Wheels

Weld on Spare Tire Mount

2-5/16" Adjustable BP Coupler (17K)

Neckboss 8" Engineered I-Beam Tongue

3/8" Grade 70 Safety Chain w/Clevis Hook

1 - Side Wind Spring Loaded Drop Leg Jack (12K)

Mega Lockable Toolbox

In Deck Storage Box

Standard Stake Pockets

Pipe Spools

12ga Removable Diamond Plate Steel Fenders

8" I-Beam Frame

3" Channel 16" Spacing Crossmembers

Rub Rail



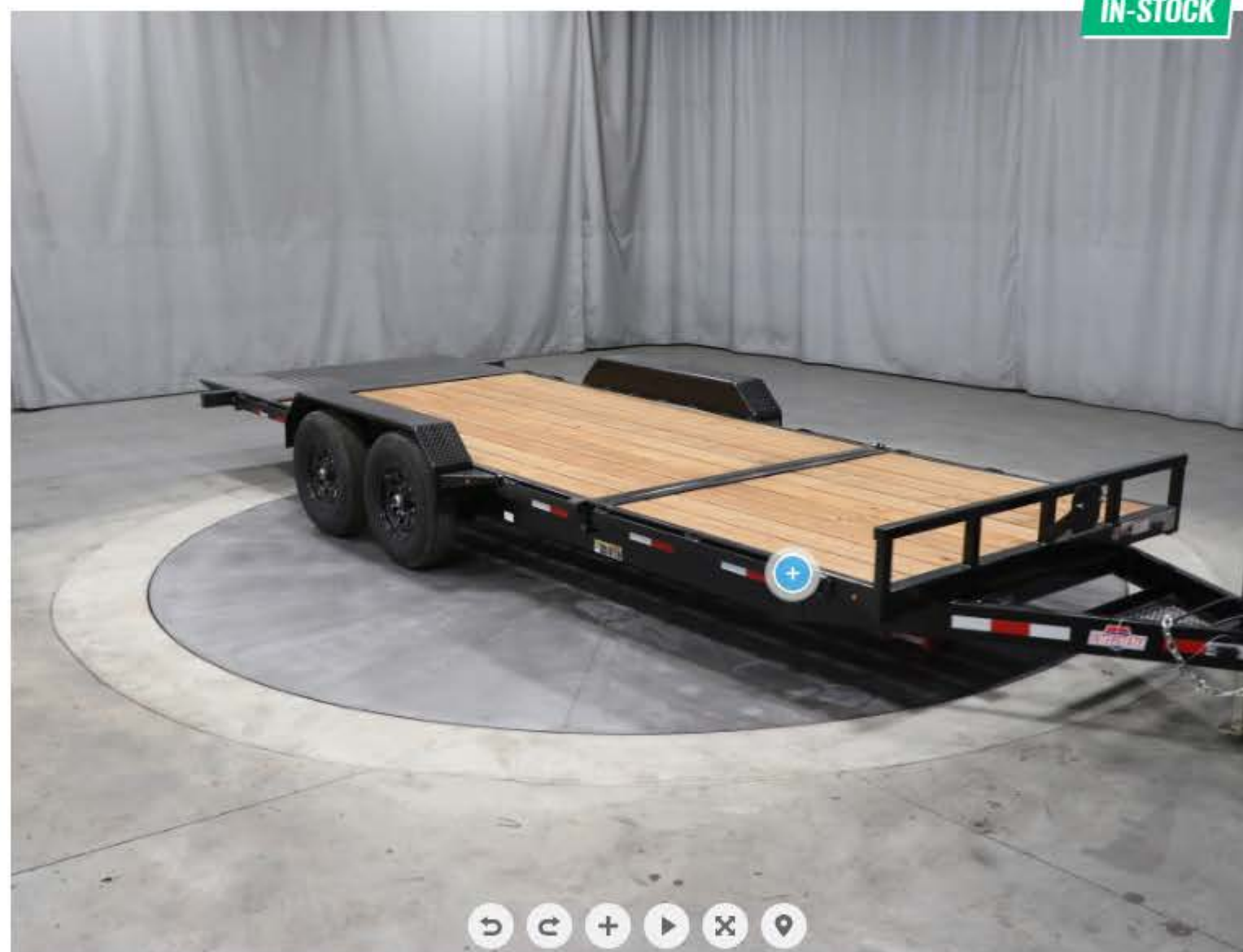


[← Back to Inventory](#)

TrailersPlus Casper / 7-Wide-Equipment-Trailers / 4RATU2220TN145183

7 X 22 Interstate Hydraulic Tilt 14K Trailer

IN-STOCK



Exterior View

Price: \$10059

Pay As Low As **\$321.00/mo.**

RESERVE FOR \$1 & CHECKOUT

A \$1 Refundable Deposit Lets You Reserve This Trailer for 7 Days

SCHEDULE AN APPOINTMENT

Book a visit with our team to learn more and browse inventory!

REQUEST QUOTE

Not ready to reserve? Get an emailed quote and reserve when you are ready!

Not ready to reserve? [Add to Cart](#) and decide to reserve when you are ready!

Financing Benefits

✓ Pay As Low As \$321.00/mo. - With Traditional Financing



Ironbull 102'X22' HD Gravity Tilt

\$10,400 Out The Door! / No Fees!

- 14,000lb GVW / 2-7,000lb Axles
- Four-wheel brakes
- Torsion axles
- 10 Ply radial tires
- 8" I-beam frame
- **DRIVE OVER FENDERS**
- Treated wood deck
- Gravity tilt w/ cushion cylinder
- IRONCLAD 3-year warranty
- **MATCHING SPARE TIRE INCLUDED!**
- HD rub rails w/ stake pockets and pipe spools
- HD jack
- Beefy toolbox
- Six D-rings
- 2 5/16" Ball adjustable height coupler
- LED lights
- Powder-coated finish

Financing available from \$265/mo

March 4, 2026

MEMO TO: Janine Jordan, City Manager 

FROM: Michael Szewczyk, Interim Support Services Director 
Geri Daily, Risk Management Support Technician 

SUBJECT: Casper's Council of People with Disabilities New Member Appointment

Meeting Type & Date

Council Meeting
March 17, 2026

Action type

Minute Action

Recommendation

That Council, by Minute Action, appoint one (1) new member to Casper's Council of People with Disabilities for a term of three (3) years beginning March 23, 2026.

Summary

Casper's Council of People with Disabilities (CCPD) bylaws require that the City Council advisory group maintain between twelve and sixteen active members. One of the members of the Council has stepped down and asked to be removed from the membership list due to conflicting schedules and responsibilities. The CCPD Chairperson recommends the appointment of the following individual by City Council. The recommended appointee is:

1. Kailyn Forsberg

Financial Considerations

None

Oversight/Project Responsibility

CCPD Chair and City of Casper CCPD Representative(s)

Attachments

CCPD Officer and Membership List

CCPD Members - 3/4/2026

Voting Members:

	<u>Name</u>	<u>Role</u>	<u>Committee</u>	
1	Dawn Lacko	Chair	QOL, EVNT	
2	Ardell Breed	Vice Chair	QOL	
3	Austin Berlin	Member	QOL, PR	
4	Bonnie Wilson	Member	QOL, EVNT	
5	Charles Fritz	Member	QOL	
6	John Wall	Member	QOL, PR-Chair	
7	Linda Jones	Member	QOL	
8	Scotia Sutherland	Member	QOL-chair, EVNT	
9	Cathy Nyrkkanen	Member		
10	Chelsea Elertson	Member		
11	Cat Burns	Member		
12	Virginia Vogt	Member		
13				
14	Open	Secretary	QOL	N/A
15				

CCPD Liaison & Alternates

Pat Sweeney	Council Liaison
Vern Tystad	Council Liaison
Geri Daily	Council Liaison
Liz Becher	Council Liaison
Zulima Lopez	Council Liaison
Hope Beebe	Council Liaison

March 2, 2026

MEMO TO: Janine Jordan; City Manager 

FROM: Jacob Black; Fire Chief
Jason Speiser; Deputy Chief

SUBJECT: Sole Source Purchase of a 2026 Crestliner 1660 Retriever Forward Console Boat & Trailer in the amount of \$21,222

Meeting Type & Date

March 17, 2026

Regular Council Meeting

Action Type

Minute Action

Recommendation

That City Council by Minute Action approve the sole source purchase of a 2026 Crestliner 1660 Retriever Forward Console Boat & Trailer from Casper Marine & Rec in the amount of \$21,222 for use by the Casper Fire-EMS Department before the FY26 budget amendment #3 to ensure the boat is available for peak recreation season on our local waterways.

Summary

Casper Fire-EMS routinely responds to emergencies on the North Platte River and within local ponds, lakes, and other static water sources. Recent operational reviews have identified the need for a more capable and reliable water response vessel to ensure safe, efficient, and timely rescues. The acquisition of a powered watercraft will significantly enhance the department's ability to navigate variable water conditions, increase maneuverability, and improve overall operational effectiveness during water-related incidents. This investment will strengthen public safety and further support the department's mission to protect the community during peak recreation periods and throughout the year.

Financial Considerations

Available One Cent #17 funds to be allocated with FY26 Budget Amendment #3. This purchase will need to be made before the budget amendment to ensure availability for summer 2026.

Council Priorities

Goal #1 Safe and Healthy Community.

Oversight/Project Responsibility

Deputy Chief Jason Speiser

Attachments

Casper Mariner Quote

Name: Casper Fire & EMS

Address:

City, State Zip:

Work Phone:

Home Phone:

Mobile Phone:

FAX:

e-mail:



3010 Energy Lane • Casper, WY 82604

Phone: 307.235.3900

FAX: 307.577.4048

website: www.caspermachineandrec.com

e-mail: fawnw@caspermachineandrec.com

Stock #: Order Boat

Date Quote Given: 7/30/25

	Our Price	
Boat: 2026 Crestliner 1660 Retriever Fwd. C Console	16,500.00	
Motor:		
Trailer: Shorlandr' 1800 lb. Bunk Trailer	2,275.00	
Freight	778.00	
Sub Total	19,553.00	\$ 19,553.00

Optional Equipment:

Windshield	221.00	
Sponson Pods	361.00	
Roughliner Spray-In Floor Liner	1,220.00	
Spare Tire w/ Mount	476.00	
Labor to Transfer 40hp Jet to new Unit	1,155.00	
Option 8		
Option 9		
Option 10		
Options Total	3,433.00	\$ 3,433.00

Sub Total		\$ 22,986.00
Less: Trade Allowance		
Sub Total		\$ 22,986.00
Additional Rigging		\$ -
Sub Total		\$ 22,986.00
Sales Tax - No Tax - Government		\$ -
Document Fees		\$ 250.00
Sub Total		\$ 23,236.00
Government Discount		\$ 2,014.00
TOTAL		\$ 21,222.00

TRADE-IN INFORMATION:

March 3, 2025

MEMO TO: Janine Jordan, City Manager 

FROM: Ethan Yonker, P.E., Interim Public Services Director 
Alex Sveda, P.E., City Engineer 
Terry Cottenoir, Engineering Technician

SUBJECT: Termination of the Agreement for Construction Manager at Risk with Reiman Corp.
for the North Platte River Pedestrian Bridge, Project No. 24-007.

Meeting Type & Date

Regular Council Meeting

March 17, 2026

Action type

Minute Action

Recommendation

The North Platte River Pedestrian Bridge project includes construction of an approximately two hundred thirty-foot (230') bridge that will reroute pedestrians crossing the river from the vehicular bridge to the pedestrian bridge along South Poplar Street. The project will also include multi-use pathway connections to the existing pathways and sidewalks in the area, installation of lighting, and upgrades to the sanitary sewer, storm sewer and water utilities in the area. The pedestrian bridge will not only provide a safe alternative for pedestrian traffic along South Poplar Street, it will also provide users easier access to the recreational activities associated with the North Platte River. The City of Casper (City) is the recipient of a Wyoming Outdoor Recreation Grant (WORG) for the design and construction of the pedestrian bridge, in the amount of \$3,500,000.00 with a completion date of December 31, 2026.

On June 17, 2025, City Council, by Resolution No. 25-145, authorized an Agreement for Construction Manager at Risk with Reiman Corp. (Reiman). Due to the specialized nature and expedited timeline of this design and construction project, City Staff sought an alternative delivery method of Construction Manager at Risk (CMAR). The CMAR method places a highly qualified construction contractor under contract prior to bidding and construction in order to provide value engineering to keep the project within budget, a Guaranteed Maximum Price, and management of the bidding and construction of the project with cost controls in place.

During the preconstruction phase of the project, Reiman provided a construction estimate that included costs for self-performed CMAR work, estimates for work by subcontractors and suppliers,

construction support costs, CMAR contingency allowances, and CMAR fee. This estimate provided was over three times the known budgeted amount, and the expected value engineering appeared absent from the estimate. As a result, City Staff recommends terminating the Agreement with Reiman. Staff will utilize the Design-Bid-Build Delivery method to complete the project within the grant parameters and within the budget of the project. City Staff anticipates bid advertising in late March 2026, bid letting in late April 2026 with May 19, 2026 award.

Financial Considerations

N/A

Council Priorities

Safe and Healthy Community

Livability and Quality of Life

Well-Maintained Infrastructure and City Facilities

Fostering and Promoting Economic Viability

Environmental Sustainability and Stewardship

Community Engagement

Internal: Good Governance, Fiscal Management, and Customer Service

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

N/A