

REGULAR COUNCIL MEETING
 Tuesday, June 21, 2016
 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard
<i>Actions since 5/5/2015</i>
21
146
56

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 7, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 15, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. PRESENTATION OF AWARD BY GOVERNOR’S COUNCIL ON IMPAIRED DRIVING
6. PUBLIC HEARINGS

A. Resolution

1. Consideration of **Fiscal Year 2015-2016 Budget Adjustments.**
2. Consideration of **Adoption of Fiscal Year 2016-2017 Budget.**
3. **Appeal** of the **Planning and Zoning Commission’s** Decision to **Deny a Conditional Use Permit** for an Accessory Building (Garage), with 19’ High Walls, in Excess of the 12’ Maximum Wall Height Permitted; in an R -2 (One Unit Residential) Zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, Located at 2850 East 5th Street.

B. Minute Action

1. Transfer of Ownership and Location of **Retail Liquor License No. 15**, from D & D Liquors, Inc., **d.b.a. Dorn’s Fireside Lounge**, Located at 1745 CY Avenue, to OC Casper, LLC, **d.b.a. Old Chicago**, Located at 3580 East 2nd Street.

7. RESOLUTIONS

A. Consent

1. Authorizing a Contract with **Nordic Sound**, in an Amount not to Exceed \$12,000, for the Installation of **Replacement Video Camera Equipment** in the City Hall Council Chambers.
2. Authorizing Agreement with **ACE Sandblasting & Coating, Inc.**, in the Amount of \$50,000, for the **Primary Clarifier #1 Re-Coating Project.**

2015 Goals		
Downtown	Infrastructure	Recreation
	X	

2015 Goals		
Downtown	Infrastructure	Recreation

8. MINUTE ACTION (continued)

A. Consent

4. Authorizing the Appointment of New Members **Will Reese** and **Nicholas Grooms** and the Reappointment of **Lisa Burrige** to the **Downtown Development Authority Board**.
5. Authorizing the Purchase of Two (2) New **Triplex 5,000 Pounds Forklifts**, in the Amount of \$68,526, from **Wyoming Machinery Company**, Casper, Wyoming, for Use by the Events Center Section of the Leisure Service Department.
6. Authorizing the Purchase of One (1) New **Caterpillar, 950M, Front End Wheel Loader**, from **Wyoming Machinery Company** of Mills, Wyoming, in the Amount of \$341,639, for Use by the Solid Waste Division of the Public Services Department.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, July 5, 2016 – Council Chambers

6:00 p.m. Tuesday, July 19, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, June 28, 2016 – Council Meeting Room

4:30 p.m. Tuesday, July 12, 2016 – Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 June 7, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 7, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Powell, and Mayor Sandoval. Absent: Councilmen Pacheco and Schlager.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action, excuse the absence of Councilmen Pacheco and Schlager. Motion passed.

Councilman Cathey announced that the first Comprehensive Plan Update “listening session” would occur on June 9th at 5:30 p.m. at the Wonder Bar. He encouraged the public to attend and participate. He also stated that there would be another meeting on July 9th.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve the minutes of the May 17, 2016, regular Council meeting, as published in the Casper-Star Tribune on May 27, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action, approve payment of the June 7, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 06/07/16

71Construction	Projects	\$67,578.21
A1 Portables	Refund	\$110.00
AAEways	Reimb	\$118.08
Adecco	Services	\$475.20
AGiraldo	Services	\$40.00
AHanson	Refund	\$76.33
AJones	Refund	\$93.14
AKornegay	Refund	\$5.74
AMBI	Services	\$674.00
AmericanTitle	Services	\$85.00
Ameritech	Services	\$14,576.61
AndrnHunt	Svc	\$19,415.95
ANelson	Reimb	\$235.00
AtlanticElectric	Services	\$1,505.75
Balefill	Services	\$92,771.95
BankOfAmerica	Goods	\$319,299.25
BBroderick	Refund	\$6.67
BChristensen	Refund	\$20.93
BFYbarra	Refund	\$36.22

BHatch	Refund	\$54.81
BigHornRoofing	Services	\$103.89
BJoynt	Refund	\$38.89
BPickle	Refund	\$11.39
CarolinaSoftware	Services	\$1,800.00
CasperHousingAuth	Projects	\$32,991.45
CasperPubSafetyComm	Services	\$1,832.05
CATC	Funding	\$130,923.24
CButler	Refund	\$42.08
CConner	Reimb	\$100.00
Centurylink	Services	\$13,403.69
CGMorgan	Refund	\$49.57
CGould	Reimb	\$91.60
Ch2mHill	Services	\$17,345.74
CIGNA	Services	\$12,297.60
CityofCasper	Services	\$12,633.34
CivilEngineeringProfessionals	Projects	\$1,982.50
CMcCain	Reimb	\$36.99
CollectionCenter	Services	\$3,112.64
CommTech	Goods	\$2,330.00
CrimeSceneInfo	Services	\$172.50
CRogers	Refund	\$25.00
CtrlWySkating	Funding	\$1,310.83
CZiehl	Reimb	\$85.00
DaveLodenConstruction	Projects	\$117,291.75
DFS	Services	\$30.00
DHuffman	Reimb	\$75.00
DJelinek	Reimb	\$650.00
DMHembree	Refund	\$34.46
DoubleDWelding	Services	\$7,625.00
DPCIndustries	Goods	\$5,551.85
DRowe	Reimb	\$93.00
DSmith	Reimb	\$93.00
DvdsnFxdMgmt	Services	\$6,754.35
DWalker	Refund	\$42.42
EGrill	Reimb	\$383.00
EngDsgnAssoc	Services	\$550.00
EnnisPaint	Goods	\$35,805.00
EnvironmentalCivilSolutions	Services	\$847.18
FirstData	Services	\$10,253.16
FirstInterstateBank	Services	\$1,546.11
FischerAutoBody	Services	\$3,607.31
GolderAssociates	Services	\$9,970.63
GoldLabelDoor	Supplies	\$10,950.00
GPCArchtccts	Services	\$4,200.00
Greiner	Goods	\$294,027.00

GrizzlyExcavating	Projects	\$8,569.72
GSGArchitecture	Services	\$14,230.85
GWay	Reimb	\$277.15
GWilliamsInvst	Services	\$500.00
HaseldenWYConst	Services	\$60,319.64
HDR Engineering	Projects	\$1,572.28
HewlettPackard	Goods	\$1,322.54
HHall	Refund	\$45.07
HighPlainsConstruction	Goods	\$1,186.10
HilstonAppraisals	Services	\$1,500.00
Hitek	Services	\$1,059.00
HoleshotLawnCare	Services	\$90.20
Homax	Goods	\$47,221.60
HultConst	Services	\$4,881.77
HunterIndustrialCorp	Services	\$1,796.72
InbergMillerEngineers	Services	\$750.50
IndstrlContnrSvc	Goods	\$3,497.58
Installation&Svc	Projects	\$146,223.00
IntegrityTank	Supplies	\$45,000.00
J Gall	Reimb	\$110.00
JBaker	Refund	\$10.87
JBrenton	Refund	\$48.07
JClark	Reimb	\$313.98
JDRomero	Refund	\$300.00
JFare	Refund	\$56.57
JJohnson	Refund	\$87.89
JSmith	Refund	\$56.57
JSnell	Refund	\$45.80
JSuess	Refund	\$18.82
JTLGroup	Services	\$15,401.49
JWard	Refund	\$15.89
KadrmLeeJackson	Services	\$3,387.08
KCWY-TV	Services	\$2,975.00
KHognason	Refund	\$75.00
KNation	Refund	\$49.07
KoisBrthrsEquip	Equip	\$162,240.00
LaborReady	Services	\$8,609.58
LAnagnostopulos	Refund	\$56.57
LnclnNtlLife	Services	\$273.41
Manpower	Services	\$220.16
MBorah	Refund	\$25.00
MCropsey	Refund	\$51.82
MHill	Reimb	\$178.54
Motorola	Goods	\$33,346.62
MunicipalCodeCorp	Goods	\$433.65
NationalBenefitServices	Services	\$424.80

NC Clerk	Services	\$195.00
NC Sheriffs Office	Funding	\$7,500.00
NC Weed Pest	Services	\$65,000.00
Neves Uniforms	Goods	\$2,057.59
Newcom Technologies	Services	\$1,200.00
North Line GIS	Services	\$7,412.00
North Park Transport	Services	\$361.62
Ohlson Lavoie	Services	\$4,334.82
One Call of Wy	Services	\$1,010.25
Paciolan	Services	\$4,447.30
P Brooker	Services	\$900.00
Pepsi	Goods	\$3,302.00
Pntwrks	Services	\$251.84
Police Dept	Services	\$1,158.74
Postal Pros	Services	\$11,946.89
R Ogden	Reimb	\$84.00
Resource Staff	Services	\$1,223.44
Robinson Contracting	Services	\$8,650.00
Rocky Mtn Power	Services	\$74,508.11
Rvr Wrks	Services	\$74,118.75
S Schulz	Reimb	\$854.90
Sam Parsons Upholstery	Services	\$152.33
Shoshone Distributing	Goods	\$684.50
Smart Spec	Supplies	\$255.00
Source Gas	Services	\$28,647.57
Star Line Feeds	Goods	\$424.30
Stealth Partner Group	Services	\$59,035.96
Stellar Programming	Services	\$12,842.50
Stevens Eng	Services	\$12,594.00
Stotz Equipment	Goods	\$6,800.00
Strategic Insights	Services	\$2,925.00
Sysco Food Svcs	Goods	\$7,609.51
Test Am Lab	Services	\$4,161.50
The Sanborn Map Co	Services	\$39,985.44
T McCarthy	Reimb	\$39.88
Town Square Media	Services	\$5,502.00
Treto Const	Services	\$14,242.13
Treto Construction	Projects	\$152,070.21
Twnof Evansville	Supp	\$1,344.80
Urgent Care	Services	\$105.00
Vision Service Plan	Services	\$1,452.22
Visits	Services	\$117.77
V Schuler	Reimb	\$919.92
Waste Water Treatment	Funding	\$251,148.75
Water Technology Group	Services	\$3,723.00
W Beer	Reimb	\$73.79

WERCSCommunications	Services	\$1,527.50
WesternMedical	Services	\$8,885.00
WesternWaterConsult	Services	\$50,903.28
WestPlainsEngineering	Services	\$1,200.00
WilliamsPorterDay	Services	\$913.50
WorthingtonLenhart&Carpenter	Services	\$52,144.76
WyDeptAgriculture	Goods	\$750.00
WYDOT	Services	\$113.87
WyLawEnforcementAcademy	Services	\$1,700.00
WyNutritionSvc	Refund	\$14.41
YouthCrisisCenter	Funding	\$4,996.53
		\$2,829,658.20

Moved by Councilman Cathey, seconded by Councilman Heili, to, by minute action: establish June 21, 2016, as the public hearing date for the consideration of the transfer of ownership and location of Retail Liquor License No. 15, OC Casper, LLC, located at 3580 East 2nd Street; and the appeal of the Planning and Zoning Commission’s decision to deny a conditional use permit for an accessory building (garage), with 19’ high walls, in excess of the 12’ maximum wall height permitted; in an R -2 (One Unit Residential) Zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of Heritage Hills Addition No. 5 complies with W.S. 15-1-402.

City Attorney Luben entered three (3) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated May 27, 2016; an Affidavit of Publication, as published in the Casper-Star Tribune, dated May 27, 2016; and the Heritage Hills Addition No. 5 annexation report, dated February, 2016. City Manager McDonald provided a brief report.

Woody Giles, 290 E. Magnola asked about the location of the development and about water service for the area. Mayor Sandoval addressed his questions.

There being no others to speak for or against the issues involving Heritage Hills Addition No. 5, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-150

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 41.76-ACRES, DESCRIBED AS HERITAGE HILLS ADDITION NO. 5 TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Powell. Motion passed.

Following ordinance read:

ORDINANCE NO. 4-16
AN ORDINANCE APPROVING THE ANNEXATION, PLAT
AND ZONING CREATING HERITAGE HILLS ADDITION NO.
5 TO THE CITY OF CASPER; AND ALSO APPROVING THE
HERITAGE HILLS ADDITION NO. 5 SUBDIVISION
AGREEMENT

WHEREAS, Integrity Building Group, LLC has applied to annex, plat and zone a 41.76-acre, more or less, parcel located in a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create Heritage Hills Addition No. 5 to the City of Casper; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating Heritage Hills Addition No. 5, and the zoning of the Heritage Hills Addition No. 5, as set forth below, following a public hearing on January 21, 2016.

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

SECTION 1:

The annexation of 41.76 -acres, more or less, to create Heritage Hills Addition No. 5 to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating Heritage Hills Addition No. 5 is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Integrity Building Group, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

Heritage Hills Addition No. 5 is hereby zoned as follows:

Lots 26 through 33, Heritage Hills Addition No. 5 — R-3 (One to Four Unit Residential);
Lots 48 through 63, Heritage Hills Addition No. 5 — R-3 (One to Four Unit Residential);
Lots 78 through 93, Heritage Hills Addition No. 5 — R-3 (One to Four Unit Residential);
Lots 108 through 115, Heritage Hills Addition No. 5 — R-3 (One to Four Unit Residential);
All remaining lots located in Heritage Hills Addition No. 5 — R-2 (One Unit Residential).

SECTION 5:

This ordinance shall, pursuant to W.S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the day of March, 2016.

PASSED on 2nd reading the 5 day of March, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of June, 2016.

Councilman Hopkins presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Johnson. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the issuance of Microbrewery Liquor License No. 3, to Skull Tree Brewing, LLC, located at 1530 Burlington Avenue.

City Attorney Luben entered four (4) exhibits: Correspondence from Tracey L. Belser, to V.H. McDonald, dated June 7, 2016, an Affidavit of Publication, as published in the Casper-Star Tribune, dated June 2, 2016, an Affidavit of Website Publication, as published on the City of Casper Website, dated May 13, 2016, and the Liquor License application filed May 4, 2016. City Manager McDonald provided a brief report.

Speaking in support was Bob Glisczinski, 4921 S. Scenic; Chris Corlis, 4070 Bretton; Dane Andersen, 356 S Kimball; and David Dodge.

There being no others to speak for or against the issues involving Microbrewery Liquor License No. 3, the public hearing was closed.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, authorize the issuance of Microbrewery Liquor License No. 3. Motion passed.

The following ordinance was considered, on third reading, by consent agenda.

ORDINANCE NO. 7-16

AN ORDINANCE AMENDING SECTION 9.44.030 OF THE
CASPER MUNICIPAL CODE PERTAINING TO DISCHARGE
OF FIREARMS AND OTHER WEAPONS.

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

Section 1:

That Section 9.44.030 of the Casper Municipal Code shall be amended to read as follows:

9.44.030 - Discharge of firearms and other weapons.

A. No person shall discharge any firearm, bow, crossbow or slingshot that shoots or ejects a bullet, pellet, arrow, BB, dart or other projectile by explosion, gas propulsion, spring propulsion or by any other means of propulsion, within the limits of the city, except:

1. IN SELF-DEFENSE;

2. IN THE CASE OF A LAW ENFORCEMENT OFFICER OR OTHER AUTHORIZED CIVIL OFFICER, WYOMING GAME AND FISH PERSONNEL, OR A MEMBER OF THE ARMED

FORCES OF THE UNITED STATES OF AMERICA OR THE STATE IN THE DISCHARGE OF HIS OFFICIAL DUTY;

3. WITHIN AN AREA ZONED OR OTHERWISE ALLOWED BY A CONDITIONAL USE PERMIT PURSUANT TO CHAPTER 17 OF THE CASPER MUNICIPAL CODE;

4. ON CITY OWNED PROPERTY LEASED FOR SUCH USE OR OTHERWISE PERMITTED BY WRITTEN AGREEMENT BY THE CITY FOR RECREATIONAL OR INSTRUCTIONAL PURPOSES.

B. An animal control officer, or Wyoming Game and Fish personnel, in the course of his/her official duty, may discharge a chemical tranquilizer gun for the purpose of capturing animals as authorized by law.

C. If all other methods of extermination have failed, or are impractical due to public peace, health, safety and welfare considerations, the city manager or his/her designee, may authorize certain individuals to discharge firearms within the limits of the city, for the purpose of controlling nonprotected and nongame animals and birds, which are a nuisance or are threatening property or persons. This authorization may also be given for game animals, when and as authorized by law. The authorization shall be in writing. The authorized individual must have this authorization in his/her possession at all times while in the act of controlling animals or birds.

D. The city manager or his/her designee may grant written permission to those individuals in possession of valid big game licenses to utilize said licenses on city-owned lands. The city manager or his/her designee shall notify the Casper police division of his/her decisions.

E. The city manager or his/her designee may grant written permission to certain lessees of city-owned properties for discharge of firearms and other weapons, during events such as sports shows and expositions. Lessees must provide written proof of insurance as required by the lease agreement.

F. The Wyoming Game and Fish Department may allow the use of airguns (carbon dioxide or pneumatically-powered only) and archery equipment on its property located within the city limits at Sections 13 and 24, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming (Lots 6A and 6B of the Teton Terraces Subdivision) for instructional purposes. Archery equipment shall include field points or blunt tips only. In such event, the Wyoming Game and Fish Department shall give permission, in writing, to the supervisor of the instruction. The supervisor must have this authorization in his/her possession at all times while the instruction is occurring. The Wyoming Game and Fish Department shall notify the Casper public safety director of its decisions.

G. TOY FIREARMS, TOY BOWS AND TOY CROSSBOWS ARE EXEMPT FROM THE PROVISIONS OF THIS SECTION.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 3rd day of May 2016.

PASSED on second reading this 17th day of May 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this 7th day of June, 2016.

Councilman Cathey presented the foregoing consent agenda ordinance for adoption, on third reading. Seconded by Council Johnson. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-151

A RESOLUTION AUTHORIZING A CONTRACT WITH VALLI INFORMATION SYSTEMS, INC., DBA POSTAL PROS SOUTHWEST FOR UTILITY BILL PRINTING, INSERTION, MAILING AND ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES.

RESOLUTION NO. 16-152

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR A 2017 FORD EXPLORER.

RESOLUTION NO. 16-153

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER FOR THE 2016 CHIP SEAL PROJECT, PROJECT NO. 15-073.

RESOLUTION NO. 16-154

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE COMPOST YARD ADDITION, PROJECT NO. 14-81.

RESOLUTION NO. 16-155

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR FLYGT PUMPING SYSTEM COMPONENTS.

RESOLUTION NO. 16-156

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3 CORD CONSTRUCTION, FOR THE 2016 SOLID WASTE FACILITIES IMPROVEMENTS.

RESOLUTION NO. 16-157

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A NOTICE TO PROCEED WITH JACOBS ENGINEERING GROUP, FOR THE CASPER RANCH DEVELOPMENT.

RESOLUTION NO. 16-158

A RESOLUTION AUTHORIZING CHANGE ORDER NO.1 WITH INTEGRITY TANK SERVICES, LLC, FOR A PRICE INCREASE AS PART OF THE PRATT II NORTH TANK INTERIOR PAINTING PROJECT.

RESOLUTION NO. 16-159

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, PROJECT NO. 14-18.

RESOLUTION NO. 16-160

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE COMPANY, INC., FOR THE RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT NO. 16-003.

RESOLUTION NO. 16-161

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING LLC, DBA 3 CORD CONSTRUCTION, FOR THE WASHINGTON PARK POOL RENOVATIONS, PROJECT NO. 14-77.

RESOLUTION NO. 16-162

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND MICHAEL BAKER INTERNATIONAL FOR A COMPREHENSIVE PLAN TRANSPORTATION ELEMENT UPDATE FOR THE TOWNS OF MILLS, EVANSVILLE, AND BAR NUNN.

RESOLUTION NO. 16-163

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 5 AND 6, HARMONY HILLS ADDITION NO. 2 — PHASE 2, AND LOT 4A, HARMONY HILLS ADDITION NO. 2 — PHASE 2, LOTS 3A AND 4A, TO CREATE HARMONY HILLS ADDITION NO. 2 PHASE 2A.

RESOLUTION NO. 16-164

A RESOLUTION APPROVING THE VACATION AND REPLAT OF EASTWARD HEIGHTS VIII, LOTS 11-15, TO CREATE EASTWARD HEIGHTS VIII, LOT 16.

RESOLUTION NO. 16-165

A RESOLUTION RESCINDING RESOLUTION NOS. 14-72 AND 14-73, AND ESTABLISHING FEES FOR THE USE OF THE CASPER FAMILY AQUATIC CENTER AND THE OUTDOOR SWIMMING POOLS.

Councilman Hopkins presented the foregoing fifteen (15) resolutions for adoption. Seconded by Councilman Miller. Motion passed.

Moved by Councilman Miller, seconded by Councilman Heili, to, by consent minute action, authorize a refund to the U.S. Department of Housing and Urban Development in the amount of \$41,470; authorize the purchase of one new Ford Explorer, from Fremont Motor Company, in the amount of \$33,559.10; authorize the purchase of one new Utility Vehicle, from Stotz Equipment, in the amount of \$18,499; authorize the purchase of two new Mack, LR613, side-load sanitation trucks, from CMI-TECO, in the amount of \$573,344.90; and authorize the purchase of one new duplex forklift, from Wyoming Machinery Company, in the amount of \$44,905. Motion passed.

Councilman Powell excused himself and left the meeting at 6:40.

Individuals addressing the Council were: Dale Zimmerle, 3035 Bellaire, voluntarily shared a scripture reading; Keith Rolland, 542 S. Durbin, regarding the City's budget; and Tracy LaMont, 721 E. 12th, regarding the use and management of Casper Mountain land.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 14, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 21, 2016, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:30 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

609 CONSULTING, LLC.

RIN0026707 CONSTRUCTION ADMINISTRATION

\$13,222.70
\$13,222.70 Subtotal for Dept. Water
\$13,222.70 Subtotal for Vendor

71 CONSTRUCTION, INC.

1635-RET RETAINAGE
13066R RETAINAGE
13161 RETAINAGE

\$29,019.86
\$9,826.54
(\$380.94)
\$38,465.46 Subtotal for Dept. Capital Projects

9124 HOT MIX
9173A HOT MIX
13158 HIGHLAND PARK STORMWATER
13161 ST MARY STORM SEWER

\$3,715.26
\$24,292.83
\$15,353.25
\$22,656.80
\$66,018.14 Subtotal for Dept. Streets
\$104,483.60 Subtotal for Vendor

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

16-05-368 POSTAGE

\$15.82
\$15.82 Subtotal for Dept. Balefill

16-05-371 POSTAGE

\$133.33
\$133.33 Subtotal for Dept. Casper Events Center

16-05-367 POSTAGE

\$17.92
\$17.92 Subtotal for Dept. City Attorney

16-05-369 POSTAGE

\$5.06
\$5.06 Subtotal for Dept. City Manager

16-05-374 POSTAGE

\$10.80
\$10.80 Subtotal for Dept. Council

16-05-370 POSTAGE

\$54.25
\$54.25 Subtotal for Dept. Engineering

16-05-372 POSTAGE

\$780.07
\$780.07 Subtotal for Dept. Finance

16-05-379 POSTAGE

\$26.40
\$26.40 Subtotal for Dept. Fire

16-05-377 POSTAGE

\$45.21
\$45.21 Subtotal for Dept. Human Resources

16-05-476 POSTAGE

\$77.45
\$77.45 Subtotal for Dept. Metro Animal

16-05-375 POSTAGE

\$152.11
\$152.11 Subtotal for Dept. Municipal Court

16-05-378 POSTAGE

\$11.10
\$11.10 Subtotal for Dept. Parks

16-05-384 POSTAGE

\$10.26
\$10.26 Subtotal for Dept. Property & Liability Insurance

16-05-382 POSTAGE

\$4.44
\$4.44 Subtotal for Dept. Recreation

16-05-385 POSTAGE

\$5.13

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

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

\$5.13 Subtotal for Dept. Refuse Collection
\$1,349.35 Subtotal for Vendor

AAA LANDSCAPING

10817 SERVICES

\$93.60

10838 SERVICES

\$300.00

\$393.60 Subtotal for Dept. Code Enforcement

\$393.60 Subtotal for Vendor

ABBY REEDER

RIN0026394 CAMP REFUND

\$790.00

\$790.00 Subtotal for Dept. Recreation

\$790.00 Subtotal for Vendor

ADECCO USA, INC.

68100317 TEMPORARY SERVICES

\$158.40

68108608 TEMPORARY SERVICES

\$158.40

\$316.80 Subtotal for Dept. Balefill

\$316.80 Subtotal for Vendor

ALBERTA GIRALDO

RIN0026716 INTERPRETER

\$40.00

\$40.00 Subtotal for Dept. Municipal Court

\$40.00 Subtotal for Vendor

ALLEN, LISA

0026666192 UTILITY REFUND

\$53.49

\$53.49 Subtotal for Dept. Water

\$53.49 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103075 INSTALLALATION

\$1,464.64

\$1,464.64 Subtotal for Dept. Code Enforcement

15935 CONTAINERS

\$10,657.06

\$10,657.06 Subtotal for Dept. Refuse Collection

103049 INSTALLALATION

\$9,792.35

\$9,792.35 Subtotal for Dept. Waste Water

103076 INSTALLALATION

\$1,464.64

\$1,464.64 Subtotal for Dept. Water

\$23,378.69 Subtotal for Vendor

ANDERSON, BRANDY

0026618743 UTILITY REFUND

\$38.52

\$38.52 Subtotal for Dept. Water

\$38.52 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

ARROWHEAD HEATING & AIR CONDITIONING

7375 HVAC MAINTENANCE

\$408.00
\$408.00 Subtotal for Dept. Balefill
\$408.00 Subtotal for Vendor

ASBESTOS & TECHNICAL SVCS., LLC.

2016-301 ASBESTOS REMOVAL

\$1,800.00
\$1,800.00 Subtotal for Dept. CDBG
\$1,800.00 Subtotal for Vendor

BENTZ'S TOWN PUMP

46613 FUEL

\$8.13
\$8.13 Subtotal for Dept. Fleet Maintenance
\$8.13 Subtotal for Vendor

BICKFORD, SHAYNA/KEN

0026666189 UTILITY REFUND

\$17.71
\$17.71 Subtotal for Dept. Water
\$17.71 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI629166 CHEMICALS
BPI629533 CHEMICALS

\$9,426.67
\$8,647.32
\$18,073.99 Subtotal for Dept. Water Treatment Plant
\$18,073.99 Subtotal for Vendor

BRIGHT, HEATHER

0026618740 UTILITY REFUND

\$20.39
\$20.39 Subtotal for Dept. Water
\$20.39 Subtotal for Vendor

BRUCE A. RAISCH

664371 GHOST TOWNS OF WYOMING

\$171.60
\$171.60 Subtotal for Dept. Inventory - Ft Caspar
\$171.60 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-20 PLC REPLACEMENTS

\$24,685.41
\$24,685.41 Subtotal for Dept. Waste Water
\$24,685.41 Subtotal for Vendor

CANNON, TOM

0026666193 UTILITY REFUND

\$58.07
\$58.07 Subtotal for Dept. Water
\$58.07 Subtotal for Vendor

CASELLE, INC.

73581 SUPPORT/MAINTENANCE

\$75.00
\$75.00 Subtotal for Dept. Finance

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

CASELLE, INC.

\$75.00 Subtotal for Vendor

CASEY LYNCH

RIN0026720 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Streets

\$75.00 Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

RIN0026719 MIKE SEDAR POOL

\$67,996.00

RIN0026719 MIKE SEDAR POOL - CONTNGENCY

\$8,068.00

RIN0026718 MIKE SEDAR POOL RECONSTRUCTION

\$278,230.00

RIN0026727 MIKE SEDAR POOL RECONSTRUCTION

\$7,261.00

\$361,555.00 Subtotal for Dept. Aquatics

RIN0026727 RETAINAGE

(\$363.05)

RIN0026711 RETAINAGE

(\$4,435.90)

RIN0026718 RETAINAGE

(\$471.30)

(\$5,270.25) Subtotal for Dept. Capital Projects

RIN0026711 FIRE STATION #6 CONSTRUCTION

\$44,359.00

\$44,359.00 Subtotal for Dept. Fire

\$400,643.75 Subtotal for Vendor

CASPER DOWNTOWN DEVELOPMENT AUTHORITY

DRAW 6 DOWNTOWN PLAZA DRAW 6

\$326,376.29

\$326,376.29 Subtotal for Dept. City Manager

\$326,376.29 Subtotal for Vendor

CASPER HOUSING AUTHORITY

109 FUNDING

\$49,698.37

\$49,698.37 Subtotal for Dept. One Cent #15

\$49,698.37 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0026713 SANITATION

\$105.00

RIN0026713 SEWER

\$20.54

\$125.54 Subtotal for Dept. Water Treatment Plant

\$125.54 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

140774 SYSTEM INVESTMENT FEES

\$8,598.00

140686 WHOLESALE WATER

\$316,642.94

\$325,240.94 Subtotal for Dept. Water

\$325,240.94 Subtotal for Vendor

CENTURYLINK

RIN0026699 PHONE USE

\$37.75

RIN0026699 PHONE USE

\$339.75

RIN0026714 PHONE USE

\$253.24

\$630.74 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

CENTURYLINK

RIN0026714	PHONE USE	\$67.46		
		\$67.46	Subtotal for Dept.	City Hall
RIN0026714	PHONE USE	\$196.12		
		\$196.12	Subtotal for Dept.	Code Enforcement
RIN0026714	PHONE USE	\$940.46		
RIN0026699	PHONE USE	\$165.06		
RIN0026714	PHONE USE	\$122.52		
RIN0026714	PHONE USE	\$75.36		
RIN0026714	PHONE USE	\$167.46		
RIN0026714	PHONE USE	\$130.70		
RIN0026730	PHONE USE	\$122.52		
RIN0026714	PHONE USE	\$167.46		
RIN0026714	PHONE USE	\$621.33		
RIN0026714	PHONE USE	\$130.58		
RIN0026714	PHONE USE	\$130.06		
RIN0026714	PHONE USE	\$46.65		
RIN0026699	PHONE USE	\$202.81		
RIN0026714	PHONE USE	\$122.52		
		\$3,145.49	Subtotal for Dept.	Communications Center
AP00013206101618	PHONE USE	\$1,744.03		
AP00005706101618	PHONE USE	\$2,819.73		
		\$4,563.76	Subtotal for Dept.	Finance
RIN0026714	PHONE USE	\$149.08		
RIN0026699	PHONE USE	\$37.75		
RIN0026699	PHONE USE	\$37.75		
RIN0026699	PHONE USE	\$45.91		
RIN0026714	PHONE USE	\$130.70		
RIN0026714	PHONE USE	\$196.12		
RIN0026714	PHONE USE	\$196.12		
RIN0026699	PHONE USE	\$37.75		
RIN0026714	PHONE USE	\$130.70		
RIN0026699	PHONE USE	\$75.50		
		\$1,037.38	Subtotal for Dept.	Fire
RIN0026699	PHONE USE	\$37.75		
RIN0026714	PHONE USE	\$126.62		
		\$164.37	Subtotal for Dept.	Fleet Maintenance
RIN0026714	PHONE USE	\$43.58		
		\$43.58	Subtotal for Dept.	Golf Course
RIN0026714	PHONE USE	\$130.70		
RIN0026699	PHONE USE	\$81.63		
		\$212.33	Subtotal for Dept.	Parking
RIN0026714	PHONE USE	\$367.72		
RIN0026714	PHONE USE	\$129.40		
		\$497.12	Subtotal for Dept.	Parks
RIN0026714	PHONE USE	\$76.86		
RIN0026714	PHONE USE	\$130.70		
RIN0026714	PHONE USE	\$45.67		

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

CENTURYLINK

RIN0026714 PHONE USE	\$126.62		
RIN0026699 PHONE USE	\$75.50		
	\$455.35	Subtotal for Dept.	Police
RIN0026699 PHONE USE	\$37.75		
	\$37.75	Subtotal for Dept.	Recreation
RIN0026714 PHONE USE	\$130.70		
RIN0026730 PHONE USE	\$88.09		
RIN0026714 PHONE USE	\$44.63		
	\$263.42	Subtotal for Dept.	Streets
RIN0026730 PHONE USE	\$3,345.42		
RIN0026699 PHONE USE	\$37.51		
	\$3,382.93	Subtotal for Dept.	Waste Water
RIN0026699 PHONE USE	\$93.96		
RIN0026714 PHONE USE	\$587.41		
RIN0026699 PHONE USE	\$37.75		
	\$719.12	Subtotal for Dept.	Water
RIN0026675 PHONE USE	\$42.56		
	\$42.56	Subtotal for Dept.	Water Treatment Plant
	\$15,459.48	Subtotal for Vendor	

CH DIAGNOSTIC & CONSULTING SVC., INC.

20160347 SAMPLING	\$445.00		
	\$445.00	Subtotal for Dept.	Water Treatment Plant
	\$445.00	Subtotal for Vendor	

CH2M HILL, INC.

381067192 PRELIMINARY FACILITIES PLAN	\$12,376.34		
	\$12,376.34	Subtotal for Dept.	Waste Water
	\$12,376.34	Subtotal for Vendor	

CHARTER

AP00017506101618 INTERNET	\$450.00		
	\$450.00	Subtotal for Dept.	Finance
	\$450.00	Subtotal for Vendor	

CHRIS HADLOCK

HTD060216104459 CONFIDENTIAL REIMBURSEMENT	\$600.00		
	\$600.00	Subtotal for Dept.	Police
	\$600.00	Subtotal for Vendor	

CIGNA HEALTH & LIFE INSURANCE COMPANY

1982945 PLAN ADMIN FEES	\$12,374.46		
	\$12,374.46	Subtotal for Dept.	Health Insurance
	\$12,374.46	Subtotal for Vendor	

CINDIE LANGSTON

RIN0026742 TRAVEL EXPENSES	\$146.00		
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Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

CINDIE LANGSTON

\$146.00 Subtotal for Dept. Refuse Collection
\$146.00 Subtotal for Vendor

CITY OF CASPER

140420 COMMUNITY PROMOTIONS
140707 COMMUNITY PROMOTIONS

\$855.00
\$80.00
\$935.00 Subtotal for Dept. Social Community Services
\$935.00 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1339/140563 SANITATION

\$511.18
\$511.18 Subtotal for Dept. Casper Events Center

247/140923 SANITATION
247/140522 SANITATION
247/140583 SANITATION

\$58.00
\$15.00
\$80.00
\$153.00 Subtotal for Dept. Parks

2772/140814 SANITATION
2772/140569 SANITATION
2772/140921 SANITATION
2772/140881 SANITATION
2772/140762-773 SANITATION
2772/140852 SANITATION
2772/140516-527 SANITATION
2772/140735 SANITATION
2772/140675 SANITATION
2772/140728 SANITATION

\$7,748.38
\$8,230.13
\$6,289.54
\$7,209.76
\$6,957.41
\$6,628.41
\$13,367.70
\$55,020.00
\$6,980.91
\$6,658.02
\$125,090.26 Subtotal for Dept. Refuse Collection

1276/140851 SANITATION
1276/140726 SANITATION
1276/140917 SANITATION
1276/140515 SANITATION
1276/140567 SANITATION

\$106.22
\$1,326.78
\$468.78
\$108.10
\$117.97
\$2,127.85 Subtotal for Dept. Waste Water
\$127,882.29 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

16-002-03 STORMWATER UTILITY IMPLEMENT

\$10,050.00
\$10,050.00 Subtotal for Dept. Streets

13-46-11 SALT CREEK HWY/20/26 BYPASS

\$682.50
\$682.50 Subtotal for Dept. Waste Water

14-066-15 EAST CASPER ZONE III

\$6,582.68
\$13,364.82
\$19,947.50 Subtotal for Dept. Water

14-066-15 EAST CASPER ZONE III

\$30,680.00 Subtotal for Vendor

CLINT SPARGUR

RIN0026725 CLOTHING REIMBURSEMENT

\$100.00

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

CLINT SPARGUR

\$100.00 Subtotal for Dept. Balefill
\$100.00 Subtotal for Vendor

COMMUNITY BUILDERS, INC.

2016-547 STUDY TO COUNCIL

\$214.45
\$214.45 Subtotal for Dept. Council
\$214.45 Subtotal for Vendor

COMTRONIX, INC.

20049953 ALARM MONITORING

\$78.00
\$78.00 Subtotal for Dept. City Hall

20049953 ALARM MONITORING

\$156.00
\$156.00 Subtotal for Dept. Fire

20049957 ALARM MONITORING

\$119.85
\$119.85 Subtotal for Dept. Police
\$353.85 Subtotal for Vendor

COWBOY CHEMICAL

8591 PRODUCT

\$233.05
\$233.05 Subtotal for Dept. Casper Events Center
\$233.05 Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0026705 ROOF REPAIRS

\$345.00

RIN0026706 ROOF REPAIRS

\$415.00

\$760.00 Subtotal for Dept. Buildings & Grounds
\$760.00 Subtotal for Vendor

DELANEE PAUL

RIN0026690 UTILITY REFUND

\$58.07
\$58.07 Subtotal for Dept. Water
\$58.07 Subtotal for Vendor

DELL MARKETING LP

XJXD5K432 SOFTWARE

\$87.71
\$87.71 Subtotal for Dept. Aquatics

XJX586W2 SOFTWARE

\$338.35
\$338.35 Subtotal for Dept. Engineering

XJXD5K344 SOFTWARE

\$676.70
\$676.70 Subtotal for Dept. Fire
\$1,102.76 Subtotal for Vendor

DELTA CONSTRUCTION INC

RIN0026746 RETAINAGE

\$6,568.00

1 RETAINAGE

(\$6,568.00)

\$0.00 Subtotal for Dept. Capital Projects

1 HOGADON LODGE

\$65,680.00

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

DELTA CONSTRUCTION INC

\$65,680.00 Subtotal for Dept. Hogadon

\$65,680.00 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0026735 DENTAL INSURANCE

\$33,426.20

RIN0026734 DENTAL INSURANCE

\$1,604.65

\$35,030.85 Subtotal for Dept. Health Insurance

\$35,030.85 Subtotal for Vendor

DESERT MTN. CORP.

16-46458 ICE SLICER

\$4,663.07

16-46462 ICE SLICER

\$4,645.11

16-46459 ICE SLICER

\$4,805.57

16-46461 ICE SLICER

\$3,703.87

16-46430 ICE SLICER

\$4,793.60

16-46457 ICE SLICER

\$4,642.71

16-46472 ICE SLICER

\$3,044.05

\$30,297.98 Subtotal for Dept. Streets

\$30,297.98 Subtotal for Vendor

DEVIN SHELTON

RIN0026698 UTILITY REFUND

\$43.57

\$43.57 Subtotal for Dept. Water

\$43.57 Subtotal for Vendor

DOOLEY OIL, INC.

48177 DIESEL

\$14,408.06

\$14,408.06 Subtotal for Dept. Balefill

\$14,408.06 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3732 REPAIR BOX AND FRAME

\$685.00

\$685.00 Subtotal for Dept. Fleet Maintenance

\$685.00 Subtotal for Vendor

DOUGLAS EICKE

RIN0026694 UTILITY REFUND

\$45.07

\$45.07 Subtotal for Dept. Water

\$45.07 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000109-16 CHEMICAL

\$5,534.67

\$5,534.67 Subtotal for Dept. Water Treatment Plant

\$5,534.67 Subtotal for Vendor

DREXEL, BARRELL & CO.

16623 TRAFFIC IMPACT STUDY

\$3,220.00

\$3,220.00 Subtotal for Dept. Engineering

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

DREXEL, BARRELL & CO.

\$3,220.00 Subtotal for Vendor

EARL MILLER

RIN0026691 UTILITY REFUND

\$8.99

\$8.99 Subtotal for Dept. Water

\$8.99 Subtotal for Vendor

ENNES, SARAH/LUCAS

0026618741 UTILITY REFUND

\$41.32

\$41.32 Subtotal for Dept. Water

\$41.32 Subtotal for Vendor

ERIC FERRIS

RIN0026687 REFUND BAL. FROM 5/28/16 EVENT

\$24.50

\$24.50 Subtotal for Dept. Recreation

\$24.50 Subtotal for Vendor

ERIC OR MARY NIEMEYER

RIN0026689 UTILITY REFUND

\$115.76

\$115.76 Subtotal for Dept. Water

\$115.76 Subtotal for Vendor

FAMILY JOURNEY CENTER

114 FUNDING

\$759.38

\$759.38 Subtotal for Dept. One Cent #15

\$759.38 Subtotal for Vendor

FELIX, KIMBERLY

0026666195 UTILITY REFUND

\$21.14

\$21.14 Subtotal for Dept. Water

\$21.14 Subtotal for Vendor

FERGUSON ENTERPRISES, INC #3069

B545268 POOL BOILER

\$16,350.00

\$16,350.00 Subtotal for Dept. Aquatics

\$16,350.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1157721 MERCHANT FEES

\$3,782.64

\$3,782.64 Subtotal for Dept. Balefill

REMI1157726 MERCHANT FEES

\$51.37

\$51.37 Subtotal for Dept. Cemetery

REMI1150709 MERCHANT FEES

\$863.71

\$863.71 Subtotal for Dept. Golf Course

REMI1150710 MERCHANT FEES

\$131.63

REMI1137915 MERCHANT FEES

\$423.97

\$555.60 Subtotal for Dept. Hogadon

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

FIRST DATA MERCHANT SVCS CORP.

\$5,253.32 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026749 LOAN FEE

\$10.00

\$10.00 Subtotal for Dept. CDBG

RIN0026736 SERVICE AWARDS

\$59.00

\$59.00 Subtotal for Dept. Human Resources

\$69.00 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

CIVIL16-22 NIKI H SUBPOENA BILLING

\$31.50

\$31.50 Subtotal for Dept. Police

\$31.50 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026726 PETTY CASH - FT CASPAR

\$74.97

\$74.97 Subtotal for Dept. Fort Caspar

\$74.97 Subtotal for Vendor

FISCHER BODY SHOP CORP.

23724 REPAIRS

\$2,277.47

23520 REPAIRS

\$1,385.18

\$3,662.65 Subtotal for Dept. Fleet Maintenance

\$3,662.65 Subtotal for Vendor

FLORES, ANDREA/CURRAN, J.

0026666196 UTILITY REFUND

\$37.52

0026666196 UTILITY REFUND

\$35.00

0026666196 UTILITY REFUND

\$35.00

\$107.52 Subtotal for Dept. Water

\$107.52 Subtotal for Vendor

FOOD SVCS OF AMERICA

5120209 PRODUCT

\$1,270.42

\$1,270.42 Subtotal for Dept. Casper Events Center

\$1,270.42 Subtotal for Vendor

FULL CONTACT CONCRETE, LLC

RIN0026745 CEC CONCRETE REPAIRS

\$16,155.00

\$16,155.00 Subtotal for Dept. Casper Events Center

\$16,155.00 Subtotal for Vendor

GARAGE DOOR DUDES

171832 REPAIR NORTH GARAGE DOOR

\$190.00

171832 REPAIR GARAGE DOOR

\$190.00

\$380.00 Subtotal for Dept. Fleet Maintenance

\$380.00 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

GARY MARSH, INC.

371 COMMISSION FEES

\$13,526.55
\$13,526.55 Subtotal for Dept. Golf Course
\$13,526.55 Subtotal for Vendor

GEM CITY ROOFING INC.

5947 RETAINAGE

(\$1,651.32)
(\$1,651.32) Subtotal for Dept. Capital Projects

5947 ROOF REPLACEMENTS

\$33,249.00
\$33,249.00 Subtotal for Dept. Life Steps Campus
\$31,597.68 Subtotal for Vendor

GENERAL GRANTS GROUP

RIN0026750 TRAFFIC IMPACT STUDY

\$1,700.00
\$1,700.00 Subtotal for Dept. Engineering
\$1,700.00 Subtotal for Vendor

GLACKEN AND ASSOCIATES

7A TRAINING

\$450.00
\$450.00 Subtotal for Dept. Police
\$450.00 Subtotal for Vendor

GOLDER ASSOCIATES

449987 AUTOMATED LEACHATE COLLECTION

\$2,220.86
\$2,220.86 Subtotal for Dept. Balefill
\$2,220.86 Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0026717 HOGADON LODGE PROJECT

\$1,400.46
\$1,400.46 Subtotal for Dept. Hogadon
\$1,400.46 Subtotal for Vendor

GRANT TAYLOR

RIN0026695 UTILITY REFUND

\$37.82
\$37.82 Subtotal for Dept. Water
\$37.82 Subtotal for Vendor

GREEN TREE ARBORICULTURE LLC

1-112564 MOWING

\$106.74
\$106.74 Subtotal for Dept. Code Enforcement
\$106.74 Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

19479 SERVICES

\$192.00
\$192.00 Subtotal for Dept. Golf Course
\$192.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

FT8390 FORD F-250 4X4 CREW CAB

\$25,002.00

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

GREINER MOTOR CO - CASPER

	\$25,002.00	Subtotal for Dept.	Balefill
FT8395 FORD F-350 4X4 REG CAB DIESEL	\$36,259.00		
	\$36,259.00	Subtotal for Dept.	Cemetery
FT8387 FORD F-350 4X4 REG CAB	\$30,164.00		
FT8386 FORD F-350 4X4 REG CAB	\$30,164.00		
	\$60,328.00	Subtotal for Dept.	Streets
FT8388 FORD F-350 4X4 EXT CAB DIESEL	\$38,129.00		
FT8389 FORD F-250 4X4 REG CAB	\$25,053.00		
	\$63,182.00	Subtotal for Dept.	Water
	\$184,771.00	Subtotal for Vendor	

GW MECHANICAL, INC.

SV-3043 REPAIRS	\$1,275.00		
	\$1,275.00	Subtotal for Dept.	CDBG
482255 REPAIRS	\$43.00		
	\$43.00	Subtotal for Dept.	Waste Water
	\$1,318.00	Subtotal for Vendor	

HART'S WEDDING VILLAGE

RIN0026758 UTLITY REFUND	\$93.51		
	\$93.51	Subtotal for Dept.	Water
	\$93.51	Subtotal for Vendor	

HEDQUIST CONSTRUCTION

RIN0026729 RETAINAGE	\$14,000.00		
	\$14,000.00	Subtotal for Dept.	Capital Projects
	\$14,000.00	Subtotal for Vendor	

HEDQUIST CONSTRUCTION, INC.

RIN0026728 RETAINAGE	(\$14,000.00)		
	(\$14,000.00)	Subtotal for Dept.	Capital Projects
RIN0026728 EAST 21ST ST IMPROVEMENTS	\$8,618.43		
	\$8,618.43	Subtotal for Dept.	Sewer
RIN0026728 EAST 21ST ST IMPROVEMENTS	\$52,807.00		
RIN0026728 EAST 21ST ST IMPROVEMENTS	\$16,574.93		
	\$69,381.93	Subtotal for Dept.	Streets
RIN0026728 EAST 21ST ST IMPROVEMENTS	\$61,999.64		
	\$61,999.64	Subtotal for Dept.	Water
	\$126,000.00	Subtotal for Vendor	

HEWLETT PACKARD CO.

57111650 WORKSTATION	\$837.52		
	\$837.52	Subtotal for Dept.	Engineering
57247333 COMPUTER	\$738.79		
	\$738.79	Subtotal for Dept.	Police Grants
	\$1,576.31	Subtotal for Vendor	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

HIGH PLAINS CONSTRUCTION, INC.

PA1 16-76 HOT MIX

\$2,473.70
\$2,473.70 Subtotal for Dept. Streets
\$2,473.70 Subtotal for Vendor

HISER, WILLIAM

0026666188 UTILITY REFUND

\$47.57
\$47.57 Subtotal for Dept. Water
\$47.57 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV002 MOWING

\$393.60
\$393.60 Subtotal for Dept. Code Enforcement
\$393.60 Subtotal for Vendor

HOLLY BOSAK

RIN 0026748 MILEAGE REIMBURSEMENT

\$1.20

RIN 0026748 MILEAGE REIMBURSEMENT

\$11.45

\$12.65 Subtotal for Dept. Metropolitan Planning
\$12.65 Subtotal for Vendor

HOMAX OIL SALES, INC.

0330889-IN UNLEADED FUEL

\$21,217.85

0330889-IN UNLEADED FUEL

\$0.01

0330893-IN DIESEL FUEL

\$15,992.10

0330893-IN DIESEL FUEL

\$359.55

0329392-IN HYDRAULIC OIL

\$5,120.00

\$42,689.51 Subtotal for Dept. Fleet Maintenance

0330545-IN MIDGRADE FUEL

\$1,957.29

\$1,957.29 Subtotal for Dept. Golf Course

CL72591 FUEL

\$2,674.64

\$2,674.64 Subtotal for Dept. Water

\$47,321.44 Subtotal for Vendor

HYDRO CONSTRUCTION COMPANY INC

RIN0026710 RETAINAGE

(\$877.10)

RIN0026710 DIGESTER #2 IMPROVEMENTS

\$282,902.34

\$282,025.24 Subtotal for Dept. Waste Water

\$282,025.24 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0026708 2015 MISC. WATERLINE REPLACEME

\$19,088.59

\$19,088.59 Subtotal for Dept. Streets

RIN0026708 2015 MISC. WATERLINE REPLACEME

\$124,181.69

\$124,181.69 Subtotal for Dept. Water

\$143,270.28 Subtotal for Vendor

JACK'S TRUCK & EQUIPMENT

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

JACK'S TRUCK & EQUIPMENT

11580 HENKE PARALLEL LIFT 10' TRUCK	\$11,476.00		
11579 WESTERN STAR 4700SB CHASSIS LE	\$71,220.00		
	\$82,696.00	Subtotal for Dept.	Balefill
	\$82,696.00	Subtotal for Vendor	

JASON SPEISER

RIN0026683 TUITION REIMBURSEMENT	\$741.26		
	\$741.26	Subtotal for Dept.	Fire
	\$741.26	Subtotal for Vendor	

JEROD LEVIN

RIN0026684 TUITION REIMBURSEMENT	\$836.62		
	\$836.62	Subtotal for Dept.	Fire
	\$836.62	Subtotal for Vendor	

JONATHAN TAVARES

1-245291 BOOT REIMBURSEMENT	\$65.67		
	\$65.67	Subtotal for Dept.	Water
	\$65.67	Subtotal for Vendor	

KADRMAS, LEE & JACKSON

10067690 FY15 2ND STREET SIGNAL TIMING	\$175.24		
10067690 FY15 2ND STREET SIGNAL TIMING	\$1,667.41		
	\$1,842.65	Subtotal for Dept.	Metropolitan Planning
	\$1,842.65	Subtotal for Vendor	

KIMBERLY PEREZ

04736052216 CLOTHING REIMBURSEMENT	\$50.97		
	\$50.97	Subtotal for Dept.	Buildings & Structures
	\$50.97	Subtotal for Vendor	

KIRA OSTMAN

RIN0026692 UTILITY REFUND	\$58.07		
	\$58.07	Subtotal for Dept.	Water
	\$58.07	Subtotal for Vendor	

KNIFE RIVER/JTL

14-81-6 COMPOST YARD ADDITION	\$53,006.29		
	\$53,006.29	Subtotal for Dept.	Balefill
14-18-6 RETAINAGE	(\$15,458.85)		
	(\$15,458.85)	Subtotal for Dept.	Capital Projects
14-18-6 W YELLOWSTONE HWY & WALNUT ST	\$86,569.52		
14-18-6 W YELLOWSTONE & WALNUT ST RECO	\$68,018.92		
132457 HOT MIX	\$1,033.80		
	\$155,622.24	Subtotal for Dept.	Streets
	\$193,169.68	Subtotal for Vendor	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

KRISTA JOHNSTON

RIN0026722 TRAINING REIMBURSEMENT	\$98.00	
RIN0026722 BOOTS/CLOTHING REIMBURSEMENT	\$107.50	
	\$205.50	Subtotal for Dept. Sewer
	\$205.50	Subtotal for Vendor

KUBWATER RESOURCES, INC

05781 DRY POLYMER	\$9,678.03	
	\$9,678.03	Subtotal for Dept. Waste Water
	\$9,678.03	Subtotal for Vendor

LABOR READY CENTRAL, INC.

21014209 TEMPORARY SERVICES	\$1,256.64	
20970107 TEMPORARY SERVICES	\$571.20	
20986579 TEMPORARY SERVICES	\$285.60	
	\$2,113.44	Subtotal for Dept. Casper Events Center
	\$2,113.44	Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026739 RETIREE LIFE	\$273.41	
	\$273.41	Subtotal for Dept. Health Insurance
	\$273.41	Subtotal for Vendor

MANNINA, KAREN

0026618738 UTILITY REFUND	\$35.95	
	\$35.95	Subtotal for Dept. Water
	\$35.95	Subtotal for Vendor

MANPOWER, INC.

30093639 TEMPORARY SERVICES	\$409.36	
30068337-A TEMPORARY SERVICES	\$608.88	
30145606 TEMPORARY SERVICES	\$130.72	
30145609 TEMPORARY SERVICES	\$266.26	
	\$1,415.22	Subtotal for Dept. Casper Events Center
	\$1,415.22	Subtotal for Vendor

MARQUARD, JANA

0026618739 UTILITY REFUND	\$41.30	
	\$41.30	Subtotal for Dept. Water
	\$41.30	Subtotal for Vendor

MATTHEW JOCK

RIN0026697 UTILITY REFUND	\$35.32	
	\$35.32	Subtotal for Dept. Water
	\$35.32	Subtotal for Vendor

MCEWEN, CHRISTINE/DENNIS

0026666198 UTILITY REFUND	\$32.30	
	\$32.30	Subtotal for Dept. Water

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

MCEWEN, CHRISTINE/DENNIS

\$32.30 Subtotal for Vendor

MCMURRY READY MIX CO.

222963 CONCRETE

\$261.00

222964 21ST & CEDAR

\$533.25

\$794.25 Subtotal for Dept. Streets

\$794.25 Subtotal for Vendor

MICHELLE JACKSON

RIN0026696 UTILITY REFUND

\$26.97

\$26.97 Subtotal for Dept. Water

\$26.97 Subtotal for Vendor

MORFORS, TELLI

0026666187 UTILITY REFUND

\$12.95

\$12.95 Subtotal for Dept. Water

\$12.95 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

24114 ETHERNET SERVICE

\$500.00

\$500.00 Subtotal for Dept. Communications Center

\$500.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

539548 PLAN ADMIN FEES

\$415.95

\$415.95 Subtotal for Dept. Health Insurance

\$415.95 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

2012 ADULT PRISONER CARE

\$99,071.44

2013 ADULT PRISONER CARE

\$108,520.88

1974 JUVENILE PRISONER CARE

\$7,500.00

\$215,092.32 Subtotal for Dept. Police

\$215,092.32 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-333763 BODY ARMOR

\$799.00

\$799.00 Subtotal for Dept. Metro Animal

NE45414 UNIFORMS

\$129.90

LN-335121 UNIFORMS

\$144.90

\$274.80 Subtotal for Dept. Police

\$1,073.80 Subtotal for Vendor

NICK CAMBELL

RIN0026685 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Streets

\$75.00 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

NORTH LINE GIS, LLC

1364 GEOSMART ANALYTICS MODULE	\$5,749.00	
1364 GEOSMART ANALYTICS MODULE	\$1,419.00	
	\$7,168.00	Subtotal for Dept. Information Technology
	\$7,168.00	Subtotal for Vendor

NORTH PARK TRANSPORTATION

08753339 SHIPPING	\$810.90	
	\$810.90	Subtotal for Dept. Streets
	\$810.90	Subtotal for Vendor

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-053116-830 EWASTE PROCESSION	\$1,115.70	
	\$1,115.70	Subtotal for Dept. Balefill
	\$1,115.70	Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

5967 REPAIRS	\$4,546.18	
	\$4,546.18	Subtotal for Dept. Fleet Maintenance
	\$4,546.18	Subtotal for Vendor

ONE CALL OF WY.

41543 LOCATE TICKETS	\$569.70	
	\$569.70	Subtotal for Dept. Sewer
41543 LOCATE TICKETS	\$696.30	
	\$696.30	Subtotal for Dept. Water
	\$1,266.00	Subtotal for Vendor

OROZCO, JARED/IVETTE

0026666191 UTILITY REFUND	\$58.07	
	\$58.07	Subtotal for Dept. Water
	\$58.07	Subtotal for Vendor

PACKARD, KAREN

0026666194 UTILITY REFUND	\$54.57	
	\$54.57	Subtotal for Dept. Water
	\$54.57	Subtotal for Vendor

PATTAS, WINSTON

0026666197 UTILITY REFUND	\$48.80	
	\$48.80	Subtotal for Dept. Water
	\$48.80	Subtotal for Vendor

P-CARD VENDORS

00045057 SAMS CLUB #6425	\$313.19	
00045069 NORCO INC	\$75.00	
00045057 SAMS CLUB #6425	\$249.88	
00045075 ARC SERVICES/TRAINING	\$350.00	
00045057 SAMS CLUB #6425	\$1,420.14	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044831	4IMPRINT	\$858.00
00045057	SAMS CLUB #6425	\$44.00
00045121	NORCO INC	\$465.03
00045303	NORCO INC	\$242.37
00045001	FACEBK GPDDX92XR2	\$30.00
00045164	TITAN MACHINERY - GILL - Credi	(\$5.52)
00045581	SAMS CLUB #6425	\$471.44
00045581	SAMS CLUB #6425	\$10.94
00045535	NORCO INC	\$301.84
00045163	COMTRONIX	\$165.00
00045500	DOLLAR TREE	\$3.00
00045111	DOLLAR TREE	\$8.00
00045111	DOLLAR TREE	\$17.00
00045462	BARGREEN WYOMING 25	\$10,733.31
00045111	DOLLAR TREE	\$20.00
00045500	DOLLAR TREE	\$8.00
00045500	DOLLAR TREE	\$11.00
00044969	THE LIFEGUARD STORE IN	\$1,155.00
00045500	DOLLAR TREE	\$13.00
00045068	ATLAS OFFICE PRODUCTS	\$999.95
00044684	NORCO INC	\$24.59
00044264	AMAZON MKTPLACE PMTS	\$79.90
00044274	AMAZON MKTPLACE PMTS	\$15.98
00045405	SAMSCLUB #6425	\$37.90
00044360	IN ELIFEGUARD, INC.	\$9.90
00045405	SAMSCLUB #6425	\$85.96
00044969	THE LIFEGUARD STORE IN	\$485.70
00044653	NORCO INC	\$572.57
00044279	SPRINT AQUATICS	\$658.20
00044721	AQUAMENTOR	\$712.60
00044770	WATERSAFETY	\$34.10
00044798	SAMS INTERNET	\$381.44
00044891	TARGET 00001644	\$59.98
00044902	TARGET 00001644	\$45.58
00044947	TARGET 00001644	\$80.94
00044653	NORCO INC	\$29.34
00045160	NORCO INC	\$63.24
00045446	THE LIFEGUARD STORE IN	\$280.00
00044969	THE LIFEGUARD STORE IN	\$329.00
00045444	WM SUPERCENTER #1617	\$30.27
00045246	CASPER STAR TRIBUNE	\$500.68
00044360	IN ELIFEGUARD, INC.	\$9.95
00044951	TITAN MACHINERY - GILL	\$115.99
00045405	SAMSCLUB #6425	\$223.78
00045196	SAMSCLUB #6425	\$62.94
00045405	SAMSCLUB #6425	\$35.23
00045384	ATLAS OFFICE PRODUCTS	\$5.56
00045384	ATLAS OFFICE PRODUCTS	\$164.90

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044737	TRACTOR SUPPLY CO #199	\$1,519.92		
00045196	SAMSCLUB #6425	\$33.98		
00045642	BAILEYS ACE HDWE	\$23.94		
		\$24,673.63	Subtotal for Dept.	Aquatics
00044965	HOWARD SUPPLY COMPANY	\$168.78		
00045016	RESPOND FIRST AID OF W	\$23.45		
00044931	NORCO INC	\$1,105.00		
00044896	WW GRAINGER - Credit	(\$353.68)		
00044427	COCA COLA BOTTLING CO	\$36.75		
00044874	AIRGAS CENTRAL	\$395.28		
00045016	RESPOND FIRST AID OF W	\$70.67		
00044882	AIRGAS CENTRAL	\$20.16		
00044986	HOWARD SUPPLY COMPANY	\$439.39		
00044893	AIRGAS CENTRAL	\$162.36		
00045283	MURDOCH'S RANCH & HOME	\$19.47		
00045358	BAILEYS ACE HDWE	\$6.72		
00045357	AGP PROPANE SERVICES	\$96.49		
00045353	BAILEYS ACE HDWE	\$56.95		
00045342	MURDOCH'S RANCH & HOME	\$13.96		
00045335	WYOMING MACHINERY CO	\$2,814.00		
00045334	OFFICEMAX/OFFICEDEPOT6	\$29.99		
00045329	AGP PROPANE SERVICES	\$77.39		
00045328	BAILEYS ACE HDWE	\$24.99		
00045359	IN AMERICAN EAGLE CL	\$1,050.00		
00045308	IN AMERICAN EAGLE CL	\$390.00		
00045259	INDUSTRIAL SCREEN & MA	\$385.00		
00045485	CREDIT	(\$3.57)		
00045218	WM SUPERCENTER #1617	\$7.73		
00045193	BAILEYS ACE HDWE	\$26.97		
00045187	WW GRAINGER	\$14.92		
00045176	BAILEYS ACE HDWE	\$23.90		
00044991	BOBCAT OF CASPER	\$247.92		
00045158	FEDEX 20743051	\$47.64		
00045126	ALSCO INC.	\$358.25		
00045325	AGP PROPANE SERVICES	\$48.83		
00045048	IN AMERICAN EAGLE CL	\$360.00		
00045058	IN AMERICAN EAGLE CL	\$1,375.00		
00045027	IN AMERICAN EAGLE CL	\$2,150.00		
00045200	FERGUSON ENT #3069	\$5.92		
00044999	AIRGAS CENTRAL	\$13.80		
00045094	USPS 57155809430310940	\$9.64		
		\$11,720.07	Subtotal for Dept.	Balefill
00044961	FULL COMPASS SYS VT	\$7,247.89		
		\$7,247.89	Subtotal for Dept.	Buildings & Grounds
00045167	CASPER WINNELSON CO	\$14.96		
00045433	CASPER CONTRACTORS SUP	\$98.97		
00045150	CASPER WINNELSON CO	\$24.00		
00045274	TETON STEEL	\$312.91		

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045133	SAMSCLUB #6425	\$157.26	
00045424	CASPER WINNELSON CO	\$21.03	
00045115	SAMS CLUB #6425	\$213.35	
00045060	SUTHERLANDS 2219	\$20.03	
00045175	DENNIS SUPPLY COMPANY	\$24.47	
00045386	BLOEDORN LUMBER CASPER	\$57.53	
00045183	SHERWIN WILLIAMS 70343	\$44.79	
00045089	SUTHERLANDS 2219	\$41.52	
00045395	GEORGE T SANDERS 20	\$66.24	
00045388	CASPER WINNELSON CO	\$30.06	
00045202	CASPER WINNELSON CO	\$7.62	
00045096	ACTION GLASS INC	\$129.41	
00045103	SAMS CLUB #6425	\$49.81	
00045107	SAMSCLUB #6425	\$33.92	
00045320	WW GRAINGER	\$30.36	
00045536	MENARDS CASPER WY	\$6.99	
00045531	DENNIS SUPPLY COMPANY	\$64.62	
00045530	AIRGAS CENTRAL	\$17.15	
00045504	WEAR PARTS INC	\$48.85	
00045019	CASPER WINNELSON CO	\$11.34	
00045004	TETON STEEL	\$681.00	
00045305	WW GRAINGER	\$49.32	
00045573	FERGUSON ENT #3069	\$39.04	
00045087	SHERWIN WILLIAMS 70343	\$43.77	
00045594	DENNIS SUPPLY COMPANY	\$112.38	
00044958	MENARDS CASPER WY	\$173.99	
00045354	CASPER WINNELSON CO	\$10.70	
00045130	BLOEDORN LUMBER CASPER	\$107.01	
00045126	ALSCO INC.	\$257.00	
00045588	FERGUSON ENT #3069	\$147.25	
00044850	IN PEDENS INC.	\$495.50	
00045040	BLOEDORN LUMBER CASPER	\$23.98	
00045459	DENNIS SUPPLY COMPANY	\$53.46	
		\$3,721.59	Subtotal for Dept. Buildings & Structures
00044997	LA QUINTA INNSUITES	\$185.30	
00045559	DBE CST Block Ad Local Match	\$109.90	
00045559	CASPER STAR TRIBUNE	\$109.90	
00044997	LA QUINTA INNSUITES	\$185.30	
		\$590.40	Subtotal for Dept. C.A.T.C.
00045288	ATLAS OFFICE PRODUCTS	\$3.71	
00045288	ATLAS OFFICE PRODUCTS	\$6.32	
00044462	ALBERTSONS STO00000620	\$16.21	
00044766	NATURAL GROCERS	\$120.61	
00045265	FINANCIAL SERVICES	\$749.00	
00045171	CRESCENT ELECTRIC 103 - Credit	(\$76.94)	
00045082	WW GRAINGER	\$255.29	
00044972	DON'S MOBILE CARPET I	\$8,190.00	
00044919	J & M DISPLAYS	\$739.15	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044867	ATLAS OFFICE PRODUCTS	\$110.39	
00044841	WAL-MART #1617	\$7.01	
00044760	WAL-MART #1617	\$243.20	
00045161	WW GRAINGER	\$65.68	
00045254	AGP PROPANE SERVICES	\$67.10	
00045001	FACEBOOK	\$547.42	
00044933	ALBERTSONS STO00000620	\$11.67	
00045189	EMERGENCY MEDICAL PROD	\$119.00	
00044732	BRECK MEDIA GROUP WY	\$300.00	
00044703	AGP PROPANE SERVICES	\$50.38	
00045251	CRESCENT ELECTRIC 103	\$39.20	
00044840	SAMS CLUB #6425	\$24.76	
00045398	FACEBOOK	\$100.00	
00044830	PROCORP IMAGES, INC.	\$733.00	
00044817	BRECK MEDIA GROUP WY	\$999.60	
00044812	SAMSClub #6425	\$76.48	
00044667	SIGNS N MORE	\$999.62	
00045001	FACEBOOK	\$100.00	
00045052	CASPER STAR TRIBUNE	\$557.60	
00044498	CASPER STAR TRIBUNE	\$445.16	
00045352	BRECK MEDIA GROUP WY	\$76.50	
00045053	QUICK TICK INT'L INC	\$164.60	
00045398	FACEBOOK	\$100.00	
00045398	FACEBOOK SSBTW9EWR2	\$550.11	
00044963	THE HOME DEPOT 6001	\$73.93	
00044930	ALBERTSONS STO00000620	\$31.95	
00044082	CHARTER COMM	\$140.20	
00045084	BRECK MEDIA GROUP WY	\$425.85	
00044359	WM SUPERCENTER #1617	\$20.08	
00045025	WW GRAINGER	\$988.68	
00044855	WAL-MART #1617	\$16.86	
00044166	TIPS/HEALTH COMMUNICAT	\$74.09	
00044344	SAMSClub #6425	\$150.42	
		\$18,413.89	Subtotal for Dept. Casper Events Center
00045184	CASPER STAR TRIBUNE	\$255.97	
		\$255.97	Subtotal for Dept. Casper Recreation Center
00044800	CRESCENT ELECTRIC 103	\$13.75	
00044762	MURDOCH'S RANCH & HOME	\$164.95	
00044842	CRESCENT ELECTRIC 103	\$21.25	
00044967	ATLAS OFFICE PRODUCTS	\$468.19	
00045105	WATERWORKS INDUSTRIES	\$551.59	
00044727	BAILEYS ACE HDWE	\$4.58	
00044968	SUTHERLANDS 2219	\$22.09	
00045064	MENARDS CASPER WY	\$514.42	
		\$1,760.82	Subtotal for Dept. Cemetery
00045290	ATLAS OFFICE PRODUCTS	\$59.50	
00045368	APPSUMO.COM	\$25.00	
00045211	TOP OFFICE PRODUCTS IN	\$63.59	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045007 MOUNTAIN STATES LITHOG	\$87.65	
00045458 APPSUMO.COM	\$25.00	
00045145 ATLAS OFFICE PRODUCTS	\$30.02	
	\$290.76	Subtotal for Dept. City Attorney
00045086 IN ALLURETECH/COFFEYN	\$42.00	
	\$42.00	Subtotal for Dept. City Hall
00045204 CASPER STAR TRIBUNE	\$280.80	
00045238 COMTRONIX	\$78.00	
00045212 CASPER STAR TRIBUNE	\$507.36	
00045260 ATLAS OFFICE PRODUCTS	\$229.60	
	\$1,095.76	Subtotal for Dept. City Manager
00045208 AMBI MAIL AND MARKETIN	\$360.00	
00045217 AMBI MAIL AND MARKETIN	\$47.00	
00044883 ATLAS OFFICE PRODUCTS	\$31.38	
	\$438.38	Subtotal for Dept. Code Enforcement
00045236 AT&T 0512212711001	\$41.42	
00045092 CHARTER COMM	\$76.93	
00045114 VZWRLSS IVR VB	\$122.86	
00045292 GUS GLOBALSTAR USA	\$114.43	
	\$355.64	Subtotal for Dept. Communications Center
00045227 KAREN & JIM'S RESTAURA	\$29.76	
00044838 ALBERTSONS STO00000620	\$8.68	
00045026 EGGINGTONS	\$47.02	
00044409 ATLAS REPRODUCTION	\$2,062.80	
00044909 ALBERTSONS STO00000620	\$5.00	
00045592 SUBWAY 03116324	\$12.75	
00044754 SUBWAY 03116324	\$78.00	
00044835 QDOBA #2791	\$150.78	
	\$2,394.79	Subtotal for Dept. Council
00044959 SELBY'S	\$374.18	
00044675 AMERICAN CONCRETE INST	\$90.50	
	\$464.68	Subtotal for Dept. Engineering
00044731 ATLAS OFFICE PRODUCTS	\$152.89	
00045062 VZWRLSS IVR VB	\$280.07	
00045142 BAILEYS ACE HDWE	\$4.52	
00045159 HP SERVICES	\$58.52	
00044992 ELI RESEARCH NC 800 2	\$249.00	
00044813 ATLAS OFFICE PRODUCTS - Credit	(\$152.89)	
00045222 ITRON, INC.	\$2,311.32	
00045284 ATLAS OFFICE PRODUCTS	\$267.98	
00044399 GEORGE T SANDERS 20	\$644.50	
00044783 ATLAS OFFICE PRODUCTS	\$152.89	
00045233 FACTORYOUTLETSTORE.COM	\$199.95	
00045061 BAILEYS ACE HDWE	\$19.97	
00045409 ATLAS OFFICE PRODUCTS	\$5.98	
	\$4,194.70	Subtotal for Dept. Finance
00042880 OFFICEMAX/OFFICEDEPOT6	\$182.95	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045380 FEDEX 99594217	\$3.09	
00043859 PILOT 00004028	\$11.11	
00045123 VZWRLSS IVR VB	\$120.03	
00043334 THE HOME DEPOT 6001	\$95.43	
00045081 PAYPAL AAI ISMA	\$88.00	
00044988 WAL-MART #4653	\$34.12	
00045080 FIRE HOSE DIRECT	\$154.10	
00044328 EXXONMOBIL 47626544	\$14.64	
00044371 QUE BUENO MEXICAN GRIL	\$7.29	
00044374 GUEST SERVICES-UNITQ68	\$300.48	
00044397 UNITED 01626063776002	\$25.00	
00045083 EXXONMOBIL 45947843	\$25.33	
00044400 BARGREEN WYOMING 25	\$47.90	
00044763 WESTERN DIVERS LTD	\$327.50	
00044993 STEAMBOATS STEAK AND S	\$34.16	
00045002 PILOT 00004028	\$18.60	
00045015 FULL SOURCE LLC	\$412.49	
00045018 BIG A CONVENIENT STORE	\$50.11	
00045029 REDS GEAR	\$287.88	
00043840 EXXONMOBIL 47737010	\$45.78	
00045231 CASPER STAR TRIBUNE	\$280.80	
00045210 NORCO INC	\$303.62	
00045165 RODOLFOS MEXICAN GRILL	\$17.89	
00045135 WAL-MART #4653	\$27.98	
00045147 VZWRLSS IVR VB	\$1,835.08	
00044757 IN F.D. SIGNWORKS, LL	\$1,012.14	
00044984 UNITED 01626070776223	\$25.00	
00044849 SAMS CLUB #6425	\$45.00	
00045066 PAYPAL AAI ISMA	\$99.00	
00044716 HDS FIRE ENGINEERING	\$21.00	
00045044 PILOT 00004028	\$17.35	
00045072 SPORTSMANS WAREHOUSE 1	\$179.91	
00045031 STAPLES 00114181	\$439.96	
00044511 LETZ'S RADIO SUPPLY	\$49.95	
00044468 AMAZON.COM AMZN.COM/BI	\$92.26	
00045076 MY EDUCATIONAL RESOURC	\$426.00	
00044587 COMMUNICATION TECHNOLO	\$360.50	
00044970 CODE 4 PUBLIC SAFETY E	\$99.00	
00044586 INTERSTATE ALL BATTERY	\$12.52	
	\$7,630.95	Subtotal for Dept. Fire
00044859 COMMUNICATION TECHNOLO	\$1,431.14	
00045056 LN CURTIS	\$5,580.00	
00045257 COMMUNICATION TECHNOLO	\$2,500.00	
00044518 SONNY'S RV SALES INC	\$2,760.00	
	\$12,271.14	Subtotal for Dept. Fire Equipment
00045351 WYO MACH	\$48.05	
00045299 CMI-TECO	\$515.21	
00045301 SAMS CLUB #6425	\$112.30	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045367	NAPA	\$20.62
00045313	GREINER MOTOR COMPANY	\$20.41
00045319	DANA SAFETY SUPPLY INC	\$121.00
00045367	NAPA	\$9.44
00045367	NAPA	\$203.57
00045367	NAPA	(\$44.57)
00045580	GOODYEAR COMMERCIAL TI	\$1,551.37
00045351	WYOMING MACHINERY CO	\$33.00
00045367	NAPA	(\$61.11)
00045367	NAPA	\$14.47
00045367	NAPA	\$311.44
00045367	NAPA	(\$135.59)
00045287	KELLYS ALIGNMENT AND B	\$88.00
00045349	STOTZ EQUIPMENT	\$155.60
00045229	MACDONALD EQUIPMENT CO	\$2,908.26
00044978	IN NUTECH SPECIALTIES	\$338.02
00045156	OREILLY AUTO 00027466	\$30.38
00044286	DAYTON TRANSMISSION LL	\$1,821.55
00044974	EXPRESS EMPLOYMENT PRO	\$1,446.80
00045589	CMI-TECO	\$156.18
00045191	GREINER MOTOR COMPANY	\$92.92
00045199	CASPER TIRE 0000705	\$55.00
00045269	HOSE & RUBBER SUPPLY	\$109.06
00045226	HONNEN EQUIPMENT 04	\$76.64
00045285	CMI-TECO	\$447.12
00045261	AMERI-TECH EQUIPMENT C	\$137.97
00045367	NAPA	\$1,004.43
00045262	WW GRAINGER	\$47.08
00045367	NAPA	\$108.56
00045271	BRAKE SUPPLY COMPANY I	\$803.58
00045272	CMI-TECO - Credit	(\$447.12)
00045279	GREINER MOTOR COMPANY	\$68.42
00045280	WYOMING MACHINERY CO	\$754.71
00045221	SPARTANCHASSIS (APA)	\$200.62
00045532	GREINER MOTOR COMPANY - Credit	(\$75.05)
00045367	NAPA	\$202.68
00045557	STOTZ EQUIPMENT	\$286.74
00045426	ALPINE MOTOR SPORTS	\$42.56
00045430	CMI-TECO	\$8.67
00045432	HARTZ E&F TOWING & REC	\$291.00
00045434	ASAP RADIATOR AND SUPP	\$142.64
00045443	FLEETPRIDE 893	\$70.00
00045547	JACKS TRUCK AND EQUIPMT	\$534.46
00045028	WYO MACHINERY	\$25.44
00045533	JACKS TRUCK AND EQUIPMT	\$27.72
00045558	CMI-TECO	\$41.77
00045447	STOTZ EQUIPMENT	\$94.80
00045449	AMERI-TECH EQUIPMENT C	\$68.75

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045460	WHITES MOUNTAIN	\$437.00
00045472	CASPER TIRE 0000705	\$85.00
00045475	GREINER	\$15.05
00045475	GREINER MOTOR COMPANY	\$97.43
00045477	ALPINE MOTOR SPORTS	\$277.98
00045480	HOMAX OIL SALES INC	\$175.92
00045539	GREINER MOTOR COMPANY	\$53.60
00045408	CMI-TECO	\$66.58
00045367	NAPA	\$27.37
00045367	BEARING BELTCHAIN00244 -	\$8.49
00045367	NAPA	\$31.99
00045421	BRAKE SUPPLY COMPANY I	\$505.00
00045367	NAPA	\$106.43
00045512	HOSE & RUBBER SUPPLY	\$15.15
00045369	NORCO INC	\$68.66
00045370	DANA SAFETY SUPPLY INC	\$948.00
00045422	B&B AUTO ELECTRIC INC	\$39.80
00045391	STOTZ EQUIPMENT	\$42.40
00045574	HONNEN EQUIPMENT 04	\$106.10
00045410	SAFETY VISION	\$88.74
00045412	STOTZ EQUIPMENT	\$47.28
00045413	WW GRAINGER	\$73.48
00045572	MIDLAND IMPLEMENT CO	\$383.70
00045567	OSHKOSH CORP MCNEILUS	\$47.47
00045566	ALPINE MOTOR SPORTS	\$308.53
00045565	GOODYEAR COMMERCIAL TI	\$2,382.20
00045139	ALSCO INC.	\$957.55
00045383	WYOMING MACHINERY CO	\$68.16
00045014	DAYTON TRANSMISSION LL - Credi	(\$1.61)
00044748	SPARTANCHASSIS (APA)	\$74.17
00045220	AMERI-TECH EQUIPMENT C	\$108.88
00044677	VCN WYDOTIFTAIRP	\$2.00
00044652	OREILLY AUTO 00027466	\$32.99
00044677	VCN WYDOTIFTAIRP	\$2.00
00044549	HARTZ E&F TOWING & REC	\$75.00
00044549	HARTZ E&F TOWING & REC	\$75.00
00044677	VCN WYDOTIFTAIRP	\$2.00
00045155	C AND M AIR COOLED ENG	\$467.49
00044677	VCN WYDOTIFTAIRP	\$2.00
00045154	STOTZ EQUIPMENT	\$152.12
00044960	EXPRESS EMPLOYMENT PRO	\$1,446.80
00045113	WW GRAINGER	\$48.71
00045013	SPARTANCHASSIS (APA)	\$74.14
00045010	TASK FORCE TIPS INC	\$184.90
00045101	INTERMOUNTAIN COACH LE	\$169.26
00044996	GREINER MOTOR COMPANY	\$121.95
00044795	PB LOADER CORPORATION	\$1,897.01
00045173	WESTERN WYOMING LOCK &	\$4.00

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044677	VCN WYDOTIFTAIRP	\$2.00
00045043	STOTZ EQUIPMENT	\$47.18
00045098	PB LOADER CORPORATION - Credit	(\$1,897.01)
00045116	CENTRAL TRUCK AND DIES	\$203.62
00045128	PETERBILT OF WYOMING - Credit	(\$370.72)
00045032	GOODYEAR COMMERCIAL TI	\$248.16
00045146	GREINER MOTOR COMPANY	\$155.40
00044677	VCN WYDOTIFTAIRP	\$2.00
00044677	VCN WYDOTIFTAIRP	\$6.25
00044677	VCN WYDOTIFTAIRP	\$2.00
00044465	INTERMOUNTAIN COACH LE	\$786.71
00044677	VCN WYDOTIFTAIRP	\$2.00
00044677	VCN WYDOTIFTAIRP	\$6.25
00044677	VCN WYDOTIFTAIRP	\$2.00
00045023	GREINER MOTOR COMPANY	\$771.36
00044923	IN NUTECH SPECIALTIES	\$269.70
00044923	IN NUTECH SPECIALTIES	\$1,175.00
00045035	STOTZ EQUIPMENT	\$37.24
00045033	CMI-TECO	\$418.84
00045028	WYO MACHINERY	\$241.06
00045028	WYO MACHINERY	\$1,047.93
00045050	MIDLAND IMPLEMENT CO	\$549.38
00045028	WYO MACHINERY	\$290.06
00045028	WYO MACHINERY	\$46.33
00045012	CMI-TECO	\$8.76
00045009	THE UPS STORE 2200	\$76.22
00045102	SUNSOURCE	\$37.65
00044934	CAPITAL BUSINESS SYSTE	\$26.00
00044875	SPARTANCHASSIS (APA)	\$472.62
00045108	SUNSOURCE	\$58.52
00045028	WYOMING MACHINERY CO	\$1,071.47
00045054	NAPA	\$426.04
00044923	IN NUTECH SPECIALTIES	\$120.00
00045085	THE UPS STORE 2200	\$22.43
00045054	NAPA	(\$36.06)
00045054	NAPA	(\$18.08)
00045054	NAPA	\$217.30
00045054	NAPA	\$106.51
00045054	NAPA	\$17.73
00045054	NAPA	\$36.30
00045054	NAPA	(\$121.98)
00045054	BEARING BELTCHAIN00244	\$1,254.33

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045028 WYO MACH	\$41.46	
00045054 NAPA	(\$18.08)	
00045054 NAPA	\$29.99	
00044728 CMI-TECO	\$10.07	
	\$35,183.38	Subtotal for Dept. Fleet Maintenance
00045289 BAR D SIGNS INC	\$566.50	
00045088 COMTRONIX	\$275.85	
00045363 TOP OFFICE PRODUCTS IN	\$61.56	
00045120 PAYPAL COLOWYOMUS	\$20.00	
	\$923.91	Subtotal for Dept. Fort Caspar
00044890 SUTHERLANDS 2219	\$48.13	
00044950 MIDLAND IMPLEMENT CO	\$167.48	
00045411 GROWTH PRODUCTS	\$4,080.00	
00044873 VZWRLSS MY VZ VB P	\$80.02	
00044671 BRECK MEDIA GROUP WY	\$1,147.50	
00044636 CHARTER COMM	\$134.96	
00044726 CASPER STAR TRIBUNE	\$2,962.00	
00044823 CPS DISTRIBUTORS INC C	\$54.06	
00044865 MERBACK AWARDS COMPANY	\$42.00	
	\$8,716.15	Subtotal for Dept. Golf Course
00044375 USPS 57155809430310940	\$17.70	
00045182 USPS 57155809430310940	\$8.85	
	\$26.55	Subtotal for Dept. Health Insurance
00044889 THE HOME DEPOT 6001	\$56.07	
00045079 SQ FREDERICK'S LLC	\$1,397.50	
00045055 HOSE & RUBBER SUPPLY	\$964.91	
00045364 ALBERTSONS STO00000620	\$10.00	
	\$2,428.48	Subtotal for Dept. Hogadon
00045267 IN PEDENS INC.	\$30.00	
00044863 USPS 57155809430310940	\$6.68	
00045266 USPS 57155809430310940	\$6.80	
00044822 IN POWDER RIVER SHRED	\$70.00	
	\$113.48	Subtotal for Dept. Human Resources
00044868 SAMSClub #6425 - Credit	(\$75.14)	
00045337 MENARDS CASPER WY	\$18.98	
00045093 ATLAS	\$143.98	
00045163 COMTRONIX	\$108.00	
00045384 ATLAS OFFICE PRODUCTS	\$68.10	
00045355 RIEDELL SKATES	\$89.79	
00045403 TARGET.COM	\$56.68	
00045414 MENARDS CASPER WY	\$19.99	
00045451 WW GRAINGER	\$94.92	
00045295 BAILEYS ACE HDWE	\$52.96	
00045275 FARMER BROS CO	\$55.83	
00045234 PARTY AMERICA CASPER #	\$42.45	
00044951 TITAN MACHINERY - GILL	\$115.99	
00045307 SQ PAPA JOHNS	\$51.94	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045164 TITAN MACHINERY - GILL - Credi	(\$5.52)	
	\$838.95	Subtotal for Dept. Ice Arena
00045131 WM SUPERCENTER #3778	\$89.10	
	\$89.10	Subtotal for Dept. Information Services
00045190 SQ M & J DISTRIBUTING	\$291.50	
00044990 SQ COWBOY GRAPHICS GO	\$17.15	
00044686 ARCADIA PUBLISHING INC	\$112.15	
00044903 USPS 57155809430310940	\$34.00	
	\$454.80	Subtotal for Dept. Inventory - Ft Caspar
00045000 NATIONAL ANIMAL CARE	\$262.50	
00045448 ALL CREATURES VETERINA	\$653.05	
00045181 VZWRLLS APOCC VISB	\$379.68	
00045528 TOMAHAWK LIVE TRAP 1	\$493.29	
00045491 COMTRONIX	\$108.00	
00045379 SUTHERLANDS 2219	\$576.00	
	\$2,472.52	Subtotal for Dept. Metro Animal
00045151 LSC Contract Postage Local Mat	\$4.10	
00045151 FEDEX 99519466	\$38.99	
00045385 OFFICEMAX/OFFICEDEPOT6	\$3.59	
00045385 OFFICEMAX/OFFICEDEPOT6	\$34.20	
	\$80.88	Subtotal for Dept. Metropolitan Planning
00045382 WELLNESS SCREENING LLC	\$624.00	
	\$624.00	Subtotal for Dept. Municipal Court
00044740 TOP OFFICE PRODUCTS IN	\$83.74	
00044917 ATLAS OFFICE PRODUCTS	\$27.89	
00045300 ATLAS OFFICE PRODUCTS	\$5.80	
00045327 TOP OFFICE PRODUCTS IN	\$41.63	
00045487 IN POWDER RIVER SHRED	\$21.00	
	\$180.06	Subtotal for Dept. Municipal Court
00045225 SAMSCLUB #6425	\$25.44	
00044985 GALLES GREENHOUSE AND	\$700.71	
00045205 NORCO INC	\$10.23	
00044871 MENARDS	\$918.54	
00044998 GALLES GREENHOUSE AND	\$103.02	
00044895 WAL-MART #3778	\$25.50	
00045021 CRESCENT ELECTRIC 103	\$30.73	
00044901 SQ ATLANTIC ELECTRIC,	\$75.00	
00044977 CPS DISTRIBUTORS INC C	\$844.44	
00044964 CPS DISTRIBUTORS INC C	\$256.44	
00045117 CPS DISTRIBUTORS INC C	\$10.33	
00044837 WW GRAINGER	\$19.27	
00044918 JOHNNY APPLESEED, INC.	\$316.02	
00044953 BAILEYS ACE HDWE	\$4.48	
00044945 APS - UTILITIES	\$15.50	
00044937 APS - UTILITIES	\$3.67	
00043722 GALLES GREENHOUSE AND	\$475.00	
00044900 SQ ATLANTIC ELECTRIC,	\$3,466.62	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045314	BLOEDORN LUMBER CASPER	\$84.99	
00045198	CPS DISTRIBUTORS INC C	\$267.41	
00045209	HOODS EQUIPMENT & SPRI	\$126.33	
00045045	AMERICAN PRIDE CAR AND	\$5.00	
00044755	BLOEDORN LUMBER CASPER	\$27.56	
00045197	TOP OFFICE PRODUCTS IN	\$57.69	
00045188	THE HOME DEPOT 6001	\$101.68	
00045243	BED BATH & BEYOND #121	\$69.98	
00045249	BESTWAY CORPORATE	\$8,577.93	
00045041	NORCO INC	\$476.26	
00044786	GEOTEC INDUSTRIAL SUPP	\$114.00	
00045168	CPS DISTRIBUTORS INC C	\$23.65	
00045185	SQ ATLANTIC ELECTRIC,	\$75.75	
00045143	BEARING BELTCHAIN00244	\$20.06	
00045316	BLOEDORN LUMBER CASPER - Credi	(\$230.16)	
00045372	BLOEDORN LUMBER CASPER	\$160.32	
00044846	JOHNNY APPLESEED, INC.	\$392.08	
00045323	BLOEDORN LUMBER CASPER	\$21.18	
00044825	BAILEYS ACE HDWE	\$7.99	
00045326	BLOEDORN LUMBER CASPER	\$245.62	
00045304	BLOEDORN LUMBER CASPER	\$930.79	
00045317	BLOEDORN LUMBER CASPER	\$480.89	
	\$19,337.94	Subtotal for Dept.	Parks
00045008	FACEBK RJ2WL9JJH2	\$119.91	
	\$119.91	Subtotal for Dept.	Perpetual Care
00045208	AMBI MAIL AND MARKETIN	\$34.00	
00045543	ALBERTSONS STO00000604	\$33.95	
00045425	QUALITY OFFICE SOLUTIO	\$54.10	
00045548	CASPER STAR TRIBUNE	\$64.76	
00045348	CASPER STAR TRIBUNE	\$91.68	
00045286	RICOH USA, INC	\$434.98	
00045429	QUALITY OFFICE SOLUTIO	\$7.79	
00045208	AMBI MAIL AND MARKETIN	\$47.00	
	\$768.26	Subtotal for Dept.	Planning
00044336	LONG JOHN SILVERS/A&W	\$8.77	
00044979	HARTZ E&F TOWING & REC	\$415.00	
00044345	ARBUCKLE LODGE GILLETT	\$425.00	
00044651	NOLAND FEED INC.	\$64.20	
00044301	CENEX FARMERS 09882689	\$14.70	
00044314	CENEX FARMERS 09882689	\$29.93	
00044971	IACP	\$150.00	
00044794	HENSLEY BATTERY&ELECTR	\$213.78	
00044700	BEST BUY 00015271	\$179.97	
00045264	MCDONALD'S F35665	\$12.64	
00045315	RESPOND FIRST AID OF W	\$45.48	
00044820	COCA COLA BOTTLING CO	\$163.80	
00044858	RICOH USA, INC	\$4,229.00	
00044862	ATLAS OFFICE PRODUCTS	\$301.52	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044866	CHIEF SUPPLY	\$197.26
00045268	CRASHDATAGR	\$899.00
00044277	SMILING MOOSE DELI - G	\$13.00
00045273	CASPER STAR TRIBUNE	\$706.15
00044877	SQ ALL AROUND TOWING	\$157.50
00044929	EXPERIAN	\$7.42
00044742	REYNOLDS PET CO	\$27.70
00044904	AMAZON MKTPLACE PMTS	\$32.88
00044908	FIRSTDATA COMMERCIAL S	\$187.65
00044911	CASPER STAR TRIBUNE	\$1,100.00
00045311	HATCHER GUN COMPANY	\$366.15
00044916	GALLS HQ	\$749.68
00045345	HARTZ E&F TOWING & REC	\$80.00
00044920	RICOH USA, INC	\$31.35
00044921	IACP	\$75.00
00044802	MAVERIK CNTRY STRE 1	\$26.68
00045583	SHELL OIL 12376552001	\$28.68
00045097	2 DOORS DOWN	\$30.00
00045017	TACO JOHN'S #3802	\$15.13
00045248	CHEYENNE LITTLE AMER	\$20.00
00045494	OLD CHICAGO LONGMONT	\$52.72
00045203	HOUSE OF Q BARBEQUE AN	\$49.09
00045255	LITTLE AMERICA CHEYE	\$8.88
00045090	EL CHARRITO MEXICAN GR	\$10.43
00045482	RED LOBSTER 6235	\$81.33
00045038	MOUNTAIN STATES LITHOG	\$85.85
00044619	CASPER ANIMAL MEDICAL	\$88.47
00045104	RICOH USA, INC	\$806.30
00045125	EL CHARRITO MEXICAN GR	\$15.00
00045309	TEXAS ROADHOUSE FR2176	\$90.32
00045134	2 DOORS DOWN	\$13.44
00045148	IN JOHNSON ROBERTS &	\$199.00
00045344	GOOD TIMES DR THRU #16	\$32.73
00045174	IN PEDENS INC.	\$60.00
00045499	WENDYS #405	\$23.08
00044064	JIMMY JOHNS - 2009	\$10.17
00044198	APPLEBEES NEIG98296411	\$25.49
00044179	THE MAIN BAGEL COMPANY	\$9.64
00045036	MOUNTAIN STATES LITHOG	\$72.49
00043956	MOUNTAIN STATES LITHOG	\$72.50
00044167	SMILING MOOSE DELI - G	\$13.25
00044088	PILOT 00007625	\$24.74
00045591	R & R REST STOPS	\$138.92
00045070	QUALITY OFFICE SOLUTIO	\$55.37
00044085	BUFFALO WILD WINGS 059	\$11.77
00045071	QUALITY OFFICE SOLUTIO	\$38.78
00045375	TGI FRIDAYS 62615	\$55.92
00045399	PANDA EXPRESS 1493	\$36.86

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045483	SP 3GIS.BACKUPBRACE	\$78.90		
00044269	PIZZA HUT #1816	\$29.67		
00045110	MAD TRANS. & TOWING	\$125.00		
00045186	FEDEX 99434684	\$20.44		
		\$13,441.57	Subtotal for Dept.	Police
00045240	DECKER AUTO GLASS	\$427.60		
00045005	DECKER AUTO GLASS	\$233.85		
00045508	HENSLEY BATTERY&ELECTR	\$169.65		
		\$831.10	Subtotal for Dept.	Police Equipment
00044272	UNITED 01629242267612	\$200.00		
00044411	MURDOCH'S RANCH & HOME	\$3,356.85		
00044856	ATLAS REPRODUCTION	\$250.00		
00044266	UNITED 01629242267645	\$200.00		
00045099	RAMKOTA HOTEL AND CONF	\$4,991.80		
00042024	STAPLES 00114181	\$498.57		
00045194	FIRE HOOKS UNLIMITED I	\$445.57		
00044065	NAT ORG VICTIM ASSISTA - Credi	(\$200.00)		
00045523	COMFORT INN WY104	\$89.00		
00045297	US TESTING EQUIPMENT L	\$6,124.41		
00044093	NAT ORG VICTIM ASSISTA - Credi	(\$200.00)		
		\$15,756.20	Subtotal for Dept.	Police Grants
00044907	MICHAELSFENCE&SUPPLYIN	\$1,750.00		
00045006	USPS 57155809430310940	\$1.78		
00044819	FAMOUS DAVE'S BAR-B-QU	\$155.66		
00044552	MOUNTAIN WEST TELEPHON	\$372.54		
00045124	URGENT CARE OF CASPER	\$4,628.00		
		\$6,907.98	Subtotal for Dept.	Property & Liability Insurance
00044951	TITAN MACHINERY - GILL	\$116.01		
00045500	DOLLAR TREE	\$52.00		
00045164	TITAN MACHINERY - GILL - Credi	(\$5.53)		
00045500	DOLLAR TREE	\$18.00		
00045464	DOLLAR TREE	\$41.00		
00045157	NORCO INC	\$88.62		
00045435	CPU VENTURE TECH NETWO	\$122.00		
00045119	BAILEYS ACE HDWE	\$17.43		
00044943	STAPLES 00114181 - Credi	(\$273.99)		
00045214	HOBBY-LOBBY #0233	\$30.65		
00045163	COMTRONIX	\$108.00		
00045180	BLIMPIE	\$135.00		
00044884	STUDIO CITY DIGITAL	\$2,000.00		
00045106	GOODWILL-CASPER	\$19.95		
00045093	ATLAS OFFICE PRODUCTS	\$50.04		
00045059	SPORTSMANS WAREHOUSE 1	\$80.26		
00045206	BAILEYS ACE HDWE	\$13.33		
00044983	FIELDTEX PRODUCTS, INC	\$202.77		
00045078	THE HOME DEPOT 6001	\$19.80		
		\$2,835.34	Subtotal for Dept.	Recreation

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045016	RESPOND FIRST AID OF W	\$17.34	
00045321	AIRGAS CENTRAL	\$176.95	
00045339	BEARING BELTCHAIN00244	\$639.20	
00045341	NORCO INC	\$22.60	
00045242	COMMUNICATION TECHNOLO	\$217.00	
00045126	ALSCO INC.	\$198.75	
00044955	AIRGAS CENTRAL	\$322.91	
		\$1,594.75	Subtotal for Dept. Refuse Collection
00045298	CASPER CONTRACTORS SUP	\$404.53	
00045034	CASPER STAR TRIBUNE	\$500.00	
00044857	THE HOME DEPOT 6001	\$132.10	
00045008	FACEBK RJ2WL9JJH2	\$4.59	
00045237	CASPER STAR TRIBUNE	\$508.00	
00045020	EPASALES	\$224.45	
00045109	ALSCO INC.	\$228.42	
		\$2,002.09	Subtotal for Dept. Sewer
00044005	WENDY'S 6706	\$42.51	
		\$42.51	Subtotal for Dept. Special Assistance
00045225	SAMSClub #6425	\$25.44	
00044801	R & D HYDRAULICS - Credit	(\$12,735.92)	
00044892	SHERWIN-WILLIAMS 70896	\$104.78	
00044952	IN NUTECH SPECIALTIES	\$131.73	
00045022	SHERWIN-WILLIAMS 70896 - Credi	(\$4.99)	
00044578	CRUM ELECTRIC SUPPLY C	\$48.25	
00045270	ALSCO INC.	\$986.12	
00044854	SQ ATLANTIC ELECTRIC,	\$6,250.00	
00044824	CASPER WINLECTRIC CO - Credit	(\$2.92)	
00045179	SQ ATLANTIC ELECTRIC,	\$169.19	
00044821	3MCPPro SS10247 SS1024	\$3,366.00	
00044805	SEARS ROEBUCK 2341	\$52.98	
00044833	3MCPPro SS10248 SS1024	\$1,980.00	
00044869	CASPER CONTRACTORS SUP	\$24.00	
00044787	SEARS.COM 9301	\$42.99	
00044814	NORCO INC	\$714.96	
00044808	71 CONSTRUCTION INC #1	\$547.68	
00044912	CASPER CONTRACTORS SUP	\$5.55	
00044767	WW GRAINGER	\$40.84	
00045095	MAXWELL PRODUCTS	\$20,901.69	
00045197	TOP OFFICE PRODUCTS IN	\$57.69	
00044956	TAPCO	\$4,083.51	
00045024	CASPER CONTRACTORS SUP	\$4,409.70	
		\$31,199.27	Subtotal for Dept. Streets
00044853	ENERGY LABORATORIES	\$54.00	
00044894	ELECTRIC SERVICE CO	\$1,158.50	
00045153	SQ CENTRAL WY LOCK	\$92.50	
00045138	CASPER WINNELSON CO	\$160.90	
00044927	CPS DISTRIBUTORS INC C	\$35.00	
00045132	WW GRAINGER	\$201.83	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045100	ALSCO INC.	\$634.73	
00045030	FLUID COMPONENTS INTL	\$2,560.23	
00045091	ADVANCED HYDRAULIC AND	\$10.08	
00044879	HAJOCA KEENAN SUPP 25	\$50.20	
00044878	ENERGY LABORATORIES	\$2,160.00	
00045077	WESTERN SLING CO	\$78.98	
00045244	HENSLEY BATTERY&ELECTR	\$79.80	
00044735	KNIFE RIVER 5701	\$125.63	
00045166	CASPER STAR TRIBUNE	\$479.56	
00045144	APS - UTILITIES	\$1,339.75	
00044771	BAILEYS ACE HDWE	\$5.32	
00044773	NORTHROP BOILER WORKS	\$1,588.00	
00045241	BLOEDORN LUMBER CASPER	\$38.49	
00044774	HOSE & RUBBER SUPPLY	\$7.44	
00044796	BEARING BELTCHAIN00244	\$63.60	
00044839	FASTENAL COMPANY01	\$110.18	
00044852	TFS FISHER SCI ATL	\$94.96	
00045011	HOSE & RUBBER SUPPLY	\$101.92	
00044843	TFS FISHER SCI HUS	\$84.08	
00045141	APS - UTILITIES	\$500.00	
00045140	DANA KEPNER CO.	\$43.00	
		\$11,858.68	Subtotal for Dept. Waste Water
00044936	MENARDS CASPER WY	\$31.44	
00044870	MPI WAREHOUSE CO INC	\$26.25	
00045129	BEARING BELTCHAIN00244 - Credi	(\$41.77)	
00044935	GEORGE T SANDERS 20	\$153.74	
00045177	THE HOME DEPOT 6001 - Credit	(\$43.95)	
00045122	JOHNNY APPLESEED, INC.	\$17.47	
00044885	ENERGY LABORATORIES, I	\$340.00	
00045162	THE HOME DEPOT 6001	\$43.95	
00045170	ENERGY LABORATORIES, I	\$25.00	
00045112	BEARING BELTCHAIN00244	\$140.96	
00045149	GUNNERS METERS	\$932.00	
00044637	PROKOTEENGINEERINGSUPP	\$64.33	
00045242	COMMUNICATION TECHNOLO	\$353.90	
00045242	COMMUNICATION TECHNOLO	\$244.90	
00045242	COMMUNICATION TECHNOLO	\$244.90	
00045242	COMMUNICATION TECHNOLO	\$347.90	
00045401	ENERGY LABORATORIES, I	\$75.00	
00045374	GOVTELLERNATRONAWYFEE	\$1.50	
00045371	FASTENAL COMPANY01	\$12.00	
00045332	SUTHERLANDS 2219	\$8.60	
00045137	MOUNTAIN STATES PIPE	\$12,839.35	
00045192	SUTHERLANDS 2219	\$38.95	
00045201	BEARING BELTCHAIN00244	\$59.28	
00045152	ALSCO INC.	\$21.44	
00045046	MENARDS CASPER WY	\$18.08	
00045049	USPS 57155809430310940	\$30.26	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00045067	WATERWORKS INDUSTRIES	\$285.00	
00045294	BAILEYS ACE HDWE	\$13.58	
00045245	HOMEDEPOT.COM	\$10.60	
00045232	STOTZ EQUIPMENT	\$119.80	
00045228	THE HOME DEPOT 6001	\$41.86	
00045223	THE HOME DEPOT 6001	\$12.88	
00045302	NATRONA CNTY WY CLERK	\$15.00	
00044428	WATERWORKS INDUSTRIES	\$817.95	
00045152	ALSCO INC.	\$429.76	
00044995	TRACTOR SUPPLY CO #199	\$499.98	
00044829	ENERGY LABORATORIES, I	\$50.00	
00044515	GUNNERS METERS	\$1,306.00	
00044826	DIVERSIFIED	\$139.00	
00045207	ENERGY LABORATORIES, I	\$25.00	
00044779	FASTENAL COMPANY01	\$3.08	
00044778	FASTENAL COMPANY01	\$6.00	
00044426	TRACTOR SUPPLY CO #199	\$429.98	
00044396	TRACTOR SUPPLY CO #199	\$70.00	
		\$20,260.95	Subtotal for Dept. Water
00044844	EUROFINS EATON ANALYTI	\$200.00	
00044736	CRUM ELECTRIC SUPPLY C	\$343.24	
00044729	UNITED STATES WELDING	\$3,132.73	
00044954	WW GRAINGER	\$520.80	
00044973	MENARDS CASPER WY	\$22.96	
00045296	COASTAL CHEMICAL CO LL	\$93.15	
00045318	WW GRAINGER	\$356.00	
00044836	IN INDUSTRIAL MAINTAI	\$95.00	
00044738	CASPER STAR TRIBUNE	\$43.54	
00045118	ALSCO INC.	\$144.00	
00045365	SUTHERLANDS 2219	\$4.99	
00045003	GREINER MOTOR COMPANY	\$89.61	
00044720	UPS 000008F045W216	\$136.34	
00044670	ENERGY LABORATORIES	\$150.00	
00045276	XEROX CORPORATION/RBO	\$217.07	
00044788	ENERGY LABORATORIES	\$84.00	
00045282	HOSE & RUBBER SUPPLY	\$59.98	
00044776	ALBERTSONS STO00000604 - Credi	(\$16.25)	
00044777	ALBERTSONS STO00000604	\$15.48	
00044548	ALBERTSONS STO00000604	\$16.25	
00045291	WW GRAINGER	\$131.25	
		\$5,840.14	Subtotal for Dept. Water Treatment Plant
00044994	CRESCENT ELECTRIC 103	\$69.49	
00043720	STOTZ EQUIPMENT	\$189.88	
00044249	STOTZ EQUIPMENT	\$31.18	
00043718	STOTZ EQUIPMENT - Credit	(\$35.90)	
00044284	STOTZ EQUIPMENT	\$33.06	
00044806	TRACTOR SUPPLY CO #199	\$19.99	
00044792	VAN DIEST SUPPLY COMPA	\$261.27	

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

P-CARD VENDORS

00044471 STOTZ EQUIPMENT - Credit	(\$31.18)	
00044552 MOUNTAIN WEST TELEPHON	\$372.54	
00044168 STOTZ EQUIPMENT	\$168.11	
00044871 MENARDS CASPER WY	\$918.54	
00044980 VAN DIEST SUPPLY COMPA	\$379.10	
00044828 INTL SOC ARBORICULTURE	\$129.95	
	\$2,506.03	Subtotal for Dept. Weed And Pest
	\$284,998.04	Subtotal for Vendor

PEGGY BROOKER

RIN0026733 CASPER HISTORIC PRESERVATION	\$300.00	
	\$300.00	Subtotal for Dept. Fort Caspar
	\$300.00	Subtotal for Vendor

PEPSI COLA OF CASPER

153040 PRODUCT	\$2,764.50	
152919 CREDIT MEMO	(\$150.00)	
152918 PRODUCT	\$4,114.00	
	\$6,728.50	Subtotal for Dept. Casper Events Center
	\$6,728.50	Subtotal for Vendor

PETER ALBRECHT CO., INC.

1605-DEP THEATRICAL FLY SYSTEM	\$18,681.25	
	\$18,681.25	Subtotal for Dept. Casper Events Center
	\$18,681.25	Subtotal for Vendor

POSTAL PROS, INC.

2574 APRIL NEWSLETTER	\$1,470.00	
	\$1,470.00	Subtotal for Dept. Council
2573 UTILITY BILLING FEES	\$2,722.49	
	\$2,722.49	Subtotal for Dept. Finance
	\$4,192.49	Subtotal for Vendor

PRESERVATION SOLUTIONS

122 DOWNTOWN CASPER PROJECT	\$3,063.85	
	\$3,063.85	Subtotal for Dept. Council
122 DOWNTOWN CASPER PROJECT	\$2,396.15	
	\$2,396.15	Subtotal for Dept. Planning
	\$5,460.00	Subtotal for Vendor

PRINTWORKS

11001 INSPECTION BOOKS	\$211.31	
	\$211.31	Subtotal for Dept. Code Enforcement
	\$211.31	Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0026709 COUNTRY CLUB RD (SE WY BLVD)	\$39,628.99	
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Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

RAMSHORN CONSTRUCTION, INC.

RIN0026709 COUNTRY CLUB RD (SE WY BLVD)

\$39,628.99 Subtotal for Dept. Streets
\$84,316.81
\$84,316.81 Subtotal for Dept. Water
\$123,945.80 Subtotal for Vendor

REILLY, EDWARD

0026666190 UTILITY REFUND

\$59.57
\$59.57 Subtotal for Dept. Water
\$59.57 Subtotal for Vendor

RENEWABLE EARTH MATERIALS

11 PLAYGROUND WOOD FIBER

\$3,010.00
\$3,010.00 Subtotal for Dept. Parks
\$3,010.00 Subtotal for Vendor

RESOURCE STAFFING

5835 TEMPORARY SERVICES
5818 TEMPORARY SERVICES

\$192.48
\$117.46
\$309.94 Subtotal for Dept. Casper Events Center
\$309.94 Subtotal for Vendor

RICHARD YOUNG

RIN0026715 MILEAGE REIMBURSEMENT

\$96.20
\$96.20 Subtotal for Dept. Fort Caspar
\$96.20 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016906101618 ELECTRICITY
AP00014906101618 ELECTRICITY

\$521.33
\$5,344.15
\$5,865.48 Subtotal for Dept. Aquatics

AP00016706101618 ELECTRICITY

\$8,428.68
\$8,428.68 Subtotal for Dept. Balefill

AP00015306101618 ELECTRICITY

\$13,378.42
\$13,378.42 Subtotal for Dept. Casper Events Center

AP00015006101618 ELECTRICITY

\$191.59
\$191.59 Subtotal for Dept. Cemetery

AP00015106101618 ELECTRICITY
AP00015106101618 ELECTRICITY
AP00015106101618 ELECTRICITY
AP00015106101618 ELECTRICITY

\$32.70
\$1,010.08
\$3,770.42
\$896.58
\$5,709.78 Subtotal for Dept. City Hall

AP00015506101618 ELECTRICITY

\$2,902.27
\$2,902.27 Subtotal for Dept. Fire

AP00015406101618 ELECTRICITY

\$3,159.80
\$3,159.80 Subtotal for Dept. Fleet Maintenance

AP00015606101618 ELECTRICITY

\$1,033.62

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

ROCKY MOUNTAIN POWER

	\$1,033.62	Subtotal for Dept.	Fort Caspar
AP00015706101618 ELECTRICITY	\$4,213.13		
	\$4,213.13	Subtotal for Dept.	Golf Course
AP00015806101618 ELECTRICITY	\$829.40		
	\$829.40	Subtotal for Dept.	Hogadon
AP00015906101618 ELECTRICITY	\$4,647.24		
	\$4,647.24	Subtotal for Dept.	Ice Arena
AP00016006101618 ELECTRICITY	\$892.25		
	\$892.25	Subtotal for Dept.	Metro Animal
AP00018106101618 ELECTRICITY	\$3,867.40		
AP00016106101618 ELECTRICITY	\$2,423.05		
AP00018006101618 ELECTRICITY	\$2,157.74		
	\$8,448.19	Subtotal for Dept.	Parks
AP00016206101618 ELECTRICITY	\$288.36		
	\$288.36	Subtotal for Dept.	Police
AP00015206101618 ELECTRICITY	\$3,625.06		
	\$3,625.06	Subtotal for Dept.	Recreation
AP00016306101618 ELECTRICITY	\$490.56		
	\$490.56	Subtotal for Dept.	Sewer
AP00017006101618 ELECTRICITY	\$87.30		
AP00016406101618 ELECTRICITY	\$46,489.32		
	\$46,576.62	Subtotal for Dept.	Streets
AP00016606101618 ELECTRICITY	\$27,606.46		
	\$27,606.46	Subtotal for Dept.	Waste Water
AP00016506101618 ELECTRICITY	\$22,780.46		
	\$22,780.46	Subtotal for Dept.	Water
	\$161,067.37	Subtotal for Vendor	

SALTUS TECHNOLOGIES, LLC

1604-35 IN CAR TICKETS

	\$1,125.00		
	\$1,125.00	Subtotal for Dept.	Police Equipment
	\$1,125.00	Subtotal for Vendor	

SAM PARSON'S UPHOLSTERY

673739 REPAIR SEAT

	\$200.00		
	\$200.00	Subtotal for Dept.	Fleet Maintenance
	\$200.00	Subtotal for Vendor	

SCHLEUNING, MATTHEW/MEGAN

0026618742 UTILITY REFUND

	\$15.83		
	\$15.83	Subtotal for Dept.	Water
	\$15.83	Subtotal for Vendor	

SKYLINE RANCHES

RIN0026723 201 SEWER

(\$145.10)

RIN0026723 201 SEWER

\$1,450.99

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

SKYLINE RANCHES

RIN0026723 201 SEWER

\$1,305.89 Subtotal for Dept. Sewer
(\$655.94)
(\$655.94) Subtotal for Dept. Waste Water
\$649.95 Subtotal for Vendor

SMARSH, INC

AP00017706101618 EMAIL MAINTENANCE

\$3,503.00
\$3,503.00 Subtotal for Dept. Finance
\$3,503.00 Subtotal for Vendor

SPELLMAN TECHNOLOGIES, INC.

32688 MOBILE FIELD REPORT/INTERVIEW

\$32,000.00
\$32,000.00 Subtotal for Dept. Police Grants
\$32,000.00 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

1052635 NORTH PLATTE RIVER RESTORATION
1052640 BIDDING & CA FOR NORTH PLATTE

\$10,850.75
\$7,865.99
\$18,716.74 Subtotal for Dept. Streets
\$18,716.74 Subtotal for Vendor

STAR LINE FEEDS

239305 PET FOOD

\$344.45
\$344.45 Subtotal for Dept. Metro Animal
\$344.45 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

MAY 2016 SALES TAX MAY 2016

\$8.81
\$8.81 Subtotal for Dept. Aquatics

MAY 2016 SALES TAX MAY 2016

\$305.09
\$305.09 Subtotal for Dept. Balefill

MAY 2016 SALES TAX MAY 2016

\$6,615.61

MAY 2016 SALES TAX MAY 2016

\$125.19

MAY 2016 SALES TAX MAY 2016

\$1,434.52

MAY 2016 SALES TAX MAY 2016

\$26,780.91

\$34,956.23 Subtotal for Dept. Casper Events Center

MAY 2016 SALES TAX MAY 2016

\$299.70

\$299.70 Subtotal for Dept. Fort Caspar

MAY 2016 SALES TAX MAY 2016

\$86.41

\$86.41 Subtotal for Dept. Ice Arena

MAY 2016 SALES TAX MAY 2016

\$0.48

\$0.48 Subtotal for Dept. Recreation

\$35,656.72 Subtotal for Vendor

STEVENS ENGINEERS INC

10527 ICE ARENA CHILLER SYSTEM

\$750.00
\$750.00 Subtotal for Dept. Casper Ice Arena

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

STEVENS ENGINEERS INC

\$750.00 Subtotal for Vendor

STOTZ EQUIPMENT

E02494 USED JOHN DEERE 1600 TURBO SER

\$42,500.00

\$42,500.00 Subtotal for Dept. Parks

\$42,500.00 Subtotal for Vendor

SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC

6201 REPAIR VEHICLE LIFTS

\$29,369.70

\$29,369.70 Subtotal for Dept. Fleet Maintenance

\$29,369.70 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

606060126 PRODUCT

\$1,429.50

605251282 PRODUCT

\$345.90

605170329 CREDIT

(\$688.44)

606080412 PRODUCT

\$6,181.46

605250133 PRODUCT

\$258.43

606080411 PRODUCT

\$1,769.28

606080411 PRODUCT

\$69.85

605250133 PRODUCT

\$1,822.03

\$11,188.01 Subtotal for Dept. Casper Events Center

\$11,188.01 Subtotal for Vendor

TERRACON

T777439 TRANSFER STATION PERMIT RENEWA

\$2,015.00

\$2,015.00 Subtotal for Dept. Balefill

\$2,015.00 Subtotal for Vendor

THE SANBORN MAP CO.

COS00004995 FY15 AERIAL PHOTOGRAPHY UPDATE

\$18,091.41

COS00004995 FY15 AERIAL PHOTOGRAPHY UPDATE

\$1,901.31

\$19,992.72 Subtotal for Dept. Metropolitan Planning

\$19,992.72 Subtotal for Vendor

TICKET ENVELOPE CO.

15902 TICKET ENVELOPES

\$1,170.00

\$1,170.00 Subtotal for Dept. Casper Events Center

\$1,170.00 Subtotal for Vendor

TINA HOLBROOK

RIN0026393 CLASS REFUND

\$790.00

\$790.00 Subtotal for Dept. Recreation

\$790.00 Subtotal for Vendor

TWEED'S WHOLESALE

333270 CLEANERS

\$464.70

\$464.70 Subtotal for Dept. Recreation

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

TWEED'S WHOLESALE

\$464.70 Subtotal for Vendor

UKIAH SENTI

RIN0026693 UTILITY REFUND

\$30.82

\$30.82 Subtotal for Dept. Water

\$30.82 Subtotal for Vendor

VISION SVC. PLAN

RIN0026738 COBRA CONTRIBUTIONS

\$21.44

RIN0026737 BENEFITS PAYABLE

\$1,480.08

\$1,501.52 Subtotal for Dept. Health Insurance

\$1,501.52 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0026712 WATER SEWER BOOSTER

\$14.00

\$14.00 Subtotal for Dept. Water Treatment Plant

\$14.00 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026724 201 SEWER

\$6,776.00

RIN0026724 201 SEWER

(\$677.60)

\$6,098.40 Subtotal for Dept. Sewer

RIN0026724 201 SEWER

(\$1,972.86)

(\$1,972.86) Subtotal for Dept. Waste Water

\$4,125.54 Subtotal for Vendor

WILLIAM O BOHMAN JR.

RIN0026686 TUITION REIMBURSEMENT

\$567.47

\$567.47 Subtotal for Dept. Fire

\$567.47 Subtotal for Vendor

WOLF GANG OF WY

1035 TV PROGRAMMING JUNE 2016

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WORLDWASH

2787 HOOD CLEANING

\$575.00

\$575.00 Subtotal for Dept. Hogadon

\$575.00 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

15017 WAM CONVENTION

\$225.00

\$225.00 Subtotal for Dept. City Manager

15017 WAM CONVENTION

\$225.00

\$225.00 Subtotal for Dept. Council

\$450.00 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jun-16 to 21-Jun-16

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

4041951 FAIR HOUSING ASSESSMENT

\$8,540.00

\$8,540.00 Subtotal for Dept. Planning

\$8,540.00 Subtotal for Vendor

WYOMING PRECAST PRODUCTS

715 CONTROL PANELS

\$12,528.00

\$12,528.00 Subtotal for Dept. Balefill

\$12,528.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

May2016City FUNDING

\$4,946.28

\$4,946.28 Subtotal for Dept. Social Community Services

\$4,946.28 Subtotal for Vendor

Grand Total

\$3,922,496.87

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 06/21/16

Payroll Disbursements

6/7/16	FIRE PAYROLL	\$ 188,129.11
6/7/16	BENEFITS & DEDUCTIONS	\$ 32,512.88
6/16/16	CITY PAYROLL	\$ 1,282,526.92
6/16/16	BENEFITS & DEDUCTIONS	\$ 208,075.30
6/17/16	FIRE PAYROLL	\$ 167,845.57
6/17/16	BENEFITS & DEDUCTIONS	\$ 28,478.12

	Total Payroll	<u><u>\$ 1,907,567.90</u></u>
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Additional Fees

	Total Fees	<u><u>\$ -</u></u>
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Additional AP

6/8/16	US Department of Housing & Urban Development	\$ 41,470.00
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	Total Additional AP	<u><u>\$ 41,470.00</u></u>
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June 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Cassia Smith, Budget Administrator *CFS*

SUBJECT: FY 2016 Budget Adjustment – Number 2

Recommendation:

That Council, by resolution, authorize adjustment of the Fiscal Year 2016 Budget.

Summary:

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

Typically, twice each fiscal year, Department Heads evaluate the budgets of the operations in their departments for consideration of presenting budget adjustment requests to the City Council. A mid-year evaluation is done focusing on capital items for which either; 1) their need or funding became available after the start of the fiscal year, or; 2) the progress of acquiring the items was not as planned in order to be encumbered and automatically re-budgeted in the following year, or; 3) the items were simply missed by error. At year-end in June an evaluation is done focusing on operating items along with any capital items that may need budget adjustments. The year-end adjustments are typically needed for unplanned overages of operating budgets caused by unforeseen events, conditions or budget errors.

The adjustments submitted by Department Heads are summarized as follows:

General Fund – Increase \$551,982 to provide funding for:

- Increase transfers out \$245,963 to cover the retirement incentive payouts for the following General Fund dependent funds:

- Municipal Golf Fund	\$ 33,388
- Casper Ice Arena Fund	\$ 10,641
- Casper Events Center Fund	\$ 43,451
- Fleet Maintenance Fund	\$107,713
- Buildings & Structures Fund	\$ 37,067
- Property & Liability Fund	\$ 13,703

(The increases above will also be reflected in the adjustments for each of the fund listed in the following sections.)

- Provide \$293,044 in funding to cover the retirement incentive payouts for the following General Fund cost centers:

- Police	\$104,089
- Fire	\$ 41,174

- Code Enforcement \$ 40,339
- Streets \$107,442
- Increase Municipal Band Property Tax Distribution \$12,975, due to higher than anticipated property tax receipts legally restricted to the Municipal Band.

These items are funded by General Fund reserves.

Municipal Golf Course Fund – Increase \$33,388 for the following:

- Provide \$33,388 to fund the retirement incentive and accrued leave payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

This item is funded by unanticipated revenue.

Casper Ice Arena Fund – Increase \$10,641 for the following:

- Provide \$10,641 to fund the retirement incentive and accrued leave payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

This item is funded by unanticipated revenue.

Casper Events Center Fund – Increase \$200,951 for the following:

- Provide funding for increases to Personnel (\$133,100), Safety Equipment/Supplies (\$4,400), and Other Contractual (\$20,000) as a result of additional events held that were not included in the original budget. These increases are funded by unanticipated revenues received from these additional events.
- Provide \$43,451 to fund the retirement incentive and accrued leave payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

These items are funded by unanticipated revenue.

Fleet Maintenance Fund – Increase \$332,713 for the following:

- Provide additional funding for Vehicle Supplies (\$65,000) as the result of unanticipated maintenance costs for equipment with major failures to include a transmission, track & conveyor overhaul and an engine replacement. This will be funded by Fleet Maintenance Fund reserves.
- Provide funding for Reimbursable Contract Expenses – Casualty Loss (\$160,000). A new process was implemented for casualty loss claims during FY 2016. This new process captures all repair expenditures on a work order. Once repairs have been completed the Property & Liability Fund is then billed for the total repair cost. This is funded by reimbursements received from the Property & Liability Fund.
- Provide \$107,713 to fund the retirement incentive payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

These items are funded by unanticipated revenues (\$267,713) and Fleet Maintenance Fund reserves (\$65,000).

Buildings & Structures Fund – Increase \$37,067 for the following:

- Provide \$37,067 to fund the retirement incentive and accrued leave payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

These item is funded by unanticipated revenue.

Property & Liability Fund – Increase \$444,528 for the following:

- Provide \$430,825 to fund non-personnel expenses incurred for firefighting operations and City property damage, loss and clean-up from the 2015 Station/Cole Creek Fire, this will be funded by insurance reimbursements (\$358,858) and Property & Liability Fund Reserves (\$71,967).
- Provide \$13,703 to fund the retirement incentive and accrued leave payouts for eligible employees, this will be funded by an unanticipated transfer in from the General Fund.

These items are funded by unanticipated revenue (\$372,561) and Property & Liability Fund reserves (\$71,967).

Weed & Pest Fund – Increase \$19,536 for the following:

- Restore funding for ½ the salary of the Wyoming Extension Outreach Coordinator. This contract was originally cancelled for FY 2016 and was not included in the budget. However, the former City Manager rescinded the cancellation since this was supported by Weed & Pest funds and not the General Fund. This contract is renewed on an annual basis.

This item is funded by Weed & Pest Fund reserves.

Police Grants Fund – Increase \$164,792 for the expenditures related to the following grants and program funding awarded after the beginning of the fiscal year:

- Alcohol Compliance Inspections Grant (\$13,600)
- Tobacco Compliance Inspections Grant (\$13,600)
- Enforcement of Underage Drinking Laws Grant (\$7,592)
- Homeland Security Grant for intelligence hardware/software purchases and training (\$30,000) to increase intelligence capabilities within the local, state, tribal and national law enforcement communities.
- Enhanced Law Enforcement Response to Victims Grant (\$100,000) to provide funding for salary and benefits for a position to gather data and perform research/analysis related to victims of crimes, provide an internal education awareness presentation and establish a steering committee of key members to work together to assess victim needs and advise stakeholders toward evidence based results.

These items are funded by unanticipated revenue.

Water Fund – Increase \$488,929 for the following:

- Provide \$38,929 to fund the retirement incentive and accrued leave payouts for eligible employees.
- Provide \$450,000 to fund the unplanned 21st Street Reconstruction Water Line Replacements. This project was originally planned for FY17, however, the street

resurfacing portion of this project was put out for bid and scheduled in FY16, requiring the water infrastructure portion to be completed earlier than planned.

These items are funded by Water Fund reserves.

Water Treatment Plant Fund – Increase \$300,000 for the following:

- Provide \$145,000 to fund increased expenditures in Operating Supplies – Chemicals as a result of high water demand and production.
- Provide \$155,000 to fund increases in Energy – Electricity resulting from high water demand and production.

These items are funded by unanticipated revenues received from Central Wyoming Regional Water.

A resolution is attached for Council's consideration.

RESOLUTION NO. 16-166

A RESOLUTION AMENDING THE FISCAL YEAR 2016 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER.

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

SECTION 1.

Pursuant to published notice and a hearing conducted as provided by law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2016 by adjusting the following funds for additional funding sources and increased appropriations:

Additional Funding Sources:

Unanticipated Revenues	
Property & Liability Fund	\$ 372,561
Police Grants Fund	164,793
Municipal Golf Course Fund	33,388
Casper Ice Arena Fund	10,641
Casper Events Center Fund	200,951
Fleet Maintenance Fund	267,713
Buildings & Structures Fund	37,067
Water Treatment Plant Fund	300,000
Reserves	
General Fund	551,982
Weed & Pest Fund	19,536
Fleet Maintenance Fund	65,000
Property & Liability Fund	- 71,967
Water Fund	<u>488,929</u>
Total	\$ 2,584,528
Increased Appropriations	
General Fund	\$ 551,982
Police Grants	164,793
Weed & Pest Fund	19,536
Municipal Golf Course Fund	33,388
Casper Ice Arena Fund	10,641
Casper Events Center Fund	200,951
Fleet Maintenance Fund	332,713

Buildings & Structures Fund	37,067
Property & Liability Fund	444,528
Water Fund	488,929
Water Treatment Plant Fund	<u>300,000</u>
Total	\$ 2,584,528

SECTION 2.

Should any of the funds hereby adjusted under this amended budget not be completely expended or encumbered they shall revert to the year-end fund balance.

PASSED, APPROVED, AND ADOPTED this _____ day of June 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Cassia Smith, Budget Administrator

CES

SUBJECT: FY 2017 Budget Adoption by Resolution

Recommendation:

That Council, by resolution, adopt the budget for the Fiscal Year 2017, at the Public Hearing on June 21, 2016.

Summary:

Incorporated First Class cities and towns, operating under the City Manager form of government in Wyoming, must comply with the provisions of the Wyoming Uniform Municipal Fiscal Procedures Act (W.S. S. 16-4-101 through 16-4-124). The Act includes provisions cities and towns must follow for the preparation and adoption of a budget. Included in these provisions is the stipulation that a public hearing shall be held to consider the budget not earlier than the second Tuesday in June and not later than the third Tuesday in June.

The Fiscal Year 2017 total revenues are \$148,350,301, inclusive of internal transactions between City funds, with an additional \$8,051,482 of reserves to be expended. Including the changes from the Retirement Incentive Package and the City Council Budget reviews described below, the expenditure budget totals \$155,414,251, inclusive of internal transactions between City funds.

Highlights of the FY 2017 Budget proposed for adoption are:

Shift to Long-term Planning, Managing Change, and Continual Evaluation. The impact of the current economic downturn is unknown, as a result revenue performance will be monitored closely and operating expenditures will be adjusted accordingly.

The total Budget proposed for adoption for all funds totals \$129.4 million (net of inter-fund transactions). This budget reflects a reduction of \$74.6 million, or 37%, less than the FY 2016 Estimate.

The proposed total Capital budget is \$26,442,210, a decrease of \$72.7 million, or 73% less than the FY 2016 Estimate.

The proposed total Personnel budget is \$47,835,834, a decrease of \$0.3 million, or 1%, from the FY 2016 Estimate. This is reflective of normal step increases scheduled for existing staff.

Total full-time staffing for FY 2017 is budgeted to decrease forty-seven positions, twenty-three through attrition and twenty-four as a result of the Retirement Incentive Program. All of these decreases, with the exception of the positions paid from the Municipal Golf Course Fund, Water Fund, Wastewater Treatment Plant Fund, Balefill Fund, and the Property & Liability Fund, provide cost reductions to the General Fund.

The following vacancies (47) were not re-budgeted in FY 2017:

- General Fund
 - City Manager's Office
 - Assistant City Manager
 - City Attorney's Office
 - Paralegal
 - Municipal Court
 - Municipal Court Manager
 - Customer Service Representative
 - Court Clerk
 - Court Bailiff (2)
 - Finance
 - Administrative Support Tech
 - Planning
 - Urban Renewal Planner
 - Police
 - Community Services Officer
 - Police Captain
 - Police Lieutenant
 - Police Officer
 - Fire
 - Community Risk Reduction Officer
 - Fire Engineer
 - Code Enforcement
 - Building/Code Enforcement Manager
 - Building Inspector II
 - Engineering
 - City Surveyor
 - Streets
 - Equipment Operator I (3)
 - Equipment Operator II (4)
 - Signal Tech
 - Parks
 - Municipal Worker II (2)
- Casper Events Center Fund
 - Events Center Manager
 - Food Service Coordinator
- Hogadon Fund
 - Administrative Assistant II

- Municipal Golf Course Fund
 - Special Facilities Manager
 - Golf Course Assistant Superintendent
- Casper Ice Arena Fund
 - Custodial Maintenance Worker II
- Fleet Maintenance Fund
 - Mechanic II (3)
 - Mechanic III
- Buildings & Structures Fund
 - Custodial Maintenance Worker (2)
 - Building Maintenance Worker II
 - Buildings & Structures Manager
- Property & Liability Fund
 - Injury Claims Coordinator
- Water Fund
 - Assistant Public Services Director
 - Utilities Operations Manager
- Wastewater Treatment Plant Fund
 - Wastewater Treatment Plant Lead Operator
- Balefill Fund
 - Equipment Operator II

Department Heads are currently reviewing operations affected by these staff reductions and are developing plans to continue to provide the same service levels to the citizens of Casper. These plans may include reorganizing some operations and reallocating workloads among staff.

Total proposed General Fund revenue, as compared to FY 2016 Estimate, is projected to decrease \$1,143,051, or 3%, to \$44,390,072, inclusive of transactions between City funds, mainly due to projected declines in Sales Tax. Overall Sales Tax is projected to decrease an additional \$761,008 in FY 2017. This is in addition to the \$7,337,471 decline experienced in FY 2016.

Total proposed General Fund expenditures are \$45,345,069, a decrease of \$7,369,354, or 14% from FY 2016 Estimate.

100% of the total State allocated mineral tax Supplemental Above-the-Cap funding of \$3,351,243 is proposed for use in operations.

During the budget review by Council, the following items were added to the proposed budget:

In the General Fund, the City Council reduced funding for the Spay and Neuter Event \$5,000 in the City Council cost center.

In the General Fund, the City Council removed the \$5,000 funding for the National Development Council, in the City Council cost center.

In the General Fund, the City Council added \$75,000 in funding for In-Kind Contributions in the Health, Social & Community Services cost Center. This will cover the cost of discounts and donations provided by Council to various groups for the use of City facilities.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 16-167

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2016 TO JUNE 30, 2017 AND AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR.

WHEREAS, on the 17th day of May 2016, V.H. McDonald, City Manager, the budget making authority, prepared and submitted to the Council, a City of Casper Summary Proposed Budget for the 2016-2017 Fiscal Year ending June 30, 2017; and,

WHEREAS, the Casper City Council reviewed the FY 2017 Requested Budget at its May 23 and 25, 2017 FY 2017 Budget Review Work Sessions; and,

WHEREAS, from its review of the FY 2017 Requested Budget the City Council made the following changes:

1. Decreased funding for Spay and Neuter Event to \$5,000 in the City Council Cost Center.
2. Removed funding for the National Development Council in the City Council Cost Center.
3. Added \$75,000 for In-Kind Services in the Health, Social & Community Services Cost Center.

WHEREAS, such budget was duly entered at large upon the records of this Council and a copy thereof was made available for public inspection at the Office of the City Clerk; and,

WHEREAS, Notice of Public Hearing on such budget, together with the summary of said budget, was published in the Casper Star-Tribune, a legal newspaper published and of general circulation in the County of Natrona on the 3rd and 10th days of June 2016; and,

WHEREAS, following such Public Hearing, certain alterations and revisions were made in such budget, and such budget is now in the form to be adopted; and,

WHEREAS, Wyoming Statues provides for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of 1/8 mill dedicated to the Casper Municipal Band; and,

WHEREAS, the City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper as done so by the Natrona County Assessor with the proceeds remitted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the official City Budget for the Fiscal Year ending June 30, 2017 is hereby adopted, as follows:

General Fund	\$ 45,345,069
Capital Projects Funds	
Capital Projects Funds	6,389,610
Capital Equipment	1,489,514
Optional One Cent #13 Sales Tax	1,209,600
Optional One Cent #14 Sales Tax	4,500
Optional One Cent #15 Sales Tax	10,389,554
Opportunities Fund	4,811
Enterprise Funds	
Water	15,662,633
Water Treatment Plant	2,987,024
Sewer	7,192,390
Wastewater Treatment Plant	8,239,729
Refuse Collection	8,802,210
Balefill	9,047,797
Casper Events Center	3,015,180
Golf Course	736,751
Casper Recreation Center	1,160,110
Aquatics	1,079,679
Ice Arena	539,700
Hogadon Ski Area	829,808
Parking Lots	19,181
Special Revenue Funds	
Weed & Pest Control	625,901
Transit Services	2,675,938
Metropolitan Planning Organization	946,452
Community Development Block Grant	309,785
Police Grants	148,279
Fire Grants	180,000
Redevelopment Loan Fund	67,119
Revolving Land Fund	495,216
Special Reserves	1,426,576
Debt Services Funds	
Special Assessments	1,092
Internal Services Funds	
Fleet Maintenance	2,567,637

Information Technology	1,434,933
Buildings & Structures	818,501
City Campus	285,220
Property & Liability Insurance	2,522,994
Variable Services Fund	784,911
Trust & Agency Funds	
Perpetual Care	2,603,609
Metro Animal Services	1,204,166
Public Safety Communications	2,562,167
Health Insurance	<u>9,599,365</u>
Total	155,414,251
Less Intergovernmental Transactions	
Transfers Out	19,189,678
Internal Services Charges	5,658,648
Administrations Fees	<u>1,184,194</u>
Total	26,032,521
Total	\$ 129,381,730

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That this resolution be delivered to the Natrona County Assessor to levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2016.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

June 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

Recommendation:

That Council, by resolution, either uphold or overturn the Planning and Zoning Commission's decision to deny a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

Code Compliance:

Section 17.12.240(G) of the Casper Municipal Code states that no Conditional Use Permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.

- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

- 1. Size and location of site;
- 2. Street and road capacities in the area;
- 3. Ingress and egress to adjoining public streets;
- 4. Location and amount of off-street parking;
- 5. Internal traffic circulation systems;
- 6. Fencing, screening, and landscaped separations;
- 7. Building bulk and location;
- 8. Usable open space;
- 9. Signs and lighting; and,
- 10. Noise, vibration, air pollution and other environmental influences.

Summary:

Jon Cardenas, as property owner, applied for a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, which is in excess of the 12' maximum wall height permitted. The subject property is zoned R-2 (One Unit Residential), and is located at 2850 East 5th Street. Surrounding land uses in the immediate area are all single-family residential. Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height.

The existing garage is a flat-roofed, cinder block structure approximately 27'x 25' in size and eleven (11) feet in height. The applicant intends to add eight (8) foot sidewalls on top of the existing structure. The applicant has submitted a written letter explaining that the exterior materials are proposed to be lap siding with "Bridger steel metal" on some parts of the walls. Staff included a recommended condition of approval for the Planning

and Zoning Commission's consideration, based on the requirements of Section 17.12.121(F)(6) of the Casper Municipal Code that requires that exterior residential materials must be similar in design to the principal and/or surrounding residential neighborhood buildings and expressly prohibits vertical metal siding.

A motion to approve the Conditional Use Permit failed at the public hearing on May 19, 2016, by a vote of three (3) in favor and two (2) opposed, with two (2) Commissioners absent. Approval of a Conditional Use Permit requires a minimum of four (4) affirmative votes. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period. One neighbor spoke in opposition to the approval of the requested Conditional Use Permit, citing concerns with the mass and scale of the structure in relation to the surrounding neighborhood structures.

Two (2) resolutions have been provided for the City Council's consideration, one (1) upholds the Planning and Zoning Commission's decision to deny the Conditional Use Permit, and the other resolution overturns the Planning and Zoning Commission's decision, thereby approving the Conditional Use Permit.

Dee Ann Hardy

From: Craig Collins
Sent: Monday, May 23, 2016 8:12 AM
To: Dee Ann Hardy; Liz Becher; Aaron Kloke
Subject: FW: Jon Cardenas Petition PLN-16-024-C
Attachments: IMG_0731.JPG; IMG_0729.JPG; IMG_0730.JPG

MAY 23 2016

Craig Collins, AICP
City Planner

City of Casper, Wyoming
200 North David Street
Casper, WY 82601
(307)-235-8241
ccollins@casperwy.gov

From: shannon briggs [mailto:shannonday77@live.com]
Sent: Sunday, May 22, 2016 7:03 PM
To: Craig Collins
Subject: Jon Cardenas Petition PLN-16-024-C

Hey Craig,

This email is an appeal to the original petition [PLN-16-024-C](#), since I was denied my initial petition to add an upper level to my garage.

In order to address the concerns that were originally brought up in the first public hearing on May 19, 2016, I am willing to change the following items:

1. Hire a structural engineer
2. Change the siding of the garage to meet the committee standards
3. Omit the West side window of the garage in the original plans.

Attached above are some photos of two garages that I found three blocks away. They are between 8th and 9th street, the full address' are 907 and 921 Derington.

These pictures refute the concern brought up by a neighbor in the public hearing about not having a structure like this in our neighborhood.

Please feel free to contact me if you have any question or concerns.

Thanks
Jon

Jon Cardenas

307-267-7645

email:shannonday77@live.com

All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.









CITY OF CASPER, WYOMING
PLANNING AND ZONING COMMISSION
PUBLIC HEARING

CONDITIONAL USE PERMIT

May 19, 2016

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case PLN-16-024-C

The Planning and Zoning Commission of the City of Casper held a public hearing at 6:00 p.m., May 19, 2016, in the City Council Chambers, City Hall, 200 North David, Casper, Wyoming, to consider the following:

PLN-16-024-C – Petition for a Conditional Use Permit for an accessory building (garage), with 19’ high walls, in excess of the 12’ maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Having considered the evidence and testimony presented at the hearing, the Planning and Zoning Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. Jon Cardenas, as property owner, has applied for a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19’ high walls, which is in excess of the 12’ maximum wall height permitted, located at 2850 East 5th Street, Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1 Natrona County, Wyoming.
2. The subject property is zoned R-2 (One Unit Residential), and Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height.
3. The petition for the Conditional Use Permit was submitted at least thirty (30) days prior to the Planning and Zoning Commission public hearing, as required by the Casper Municipal Code.
4. Property owners within a three hundred (300) foot radius of the perimeter of the property were notified by first class mail, of the date, time, and place of the public hearing, as required in Section 17.12.240(D) of the Casper Municipal Code.

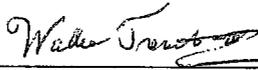
5. The property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code.

CONCLUSIONS OF LAW:

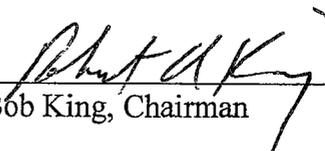
The Planning and Zoning Commission finds that the proposed Conditional Use Permit does not meet the two (2) reasons and six (6) findings found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, which are necessary for the approval of a Conditional Use Permit. The Planning and Zoning Commission has jurisdiction over the proposed Conditional Use pursuant to Section 17.12.240 of the Casper Municipal Code Zoning Ordinance of the City of Casper. NOW, THEREFORE, the Planning and Zoning Commission hereby **denies** a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, which is in excess of the 12' maximum wall height permitted, located at 2850 East 5th Street, Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1 Natrona County, Wyoming.

DATED this 19th day of May, 2016.

APPROVED AS TO FORM:



CITY OF CASPER
PLANNING AND ZONING COMMISSION

By: 

Bob King, Chairman

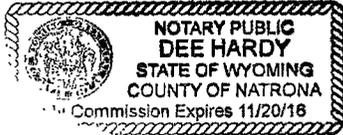
By: 

Liz Becher, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of May, 2016 by Bob King, as Chairman of the Planning and Zoning Commission of the City of Casper.

(Seal)



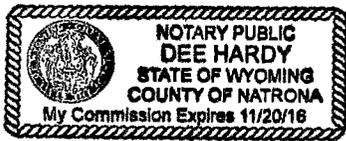
Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 25th day of May, 2016 by Liz Becher as Secretary of the Planning and Zoning Commission of the City of Casper.

(Seal)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

**PLANNING AND ZONING MEETING
THURSDAY, MAY 19, 2016
CITY COUNCIL CHAMBERS**

These minutes are a summary of the meeting. For full details view online at www.casperwy.gov on the Planning Commission web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Thursday, April 21, 2016, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: Bob King
 James Holloway
 Susan Frank
 Fred Feth
 Ryan Waterbury

Absent Members: Don Redder
 Randy Hein

Others present: Craig Collins, City Planner
 Aaron Kloke, Planner I
 Dee Hardy, Administrative Support Technician
 Wallace Trembath, Assistant City Attorney
 Jason Knopp, City Engineer
 Steve Cathey, Council Liaison
 Bill Fehringer, CEPI, 6080 Enterprise Drive
 Jon Cardenas, 2850 East 5th Street
 Shannon Briggs, 2850 East 5th Street
 Ted Sellers, 2819 East 5th Street
 Letitia Abromats, 750 U.S. Highway 14, Greybull, WY

II. MINUTES OF THE PREVIOUS MEETING

Chairman King asked if there were additions or corrections to the minutes of the April 21, 2016 Planning & Zoning Commission meeting.

There being none, Chairman King called for a motion to approve the minutes of the April 21, 2016 Planning & Zoning Commission meeting.

Mr. Holloway made a motion to approve the minutes of the April 21, 2016 meeting. The motion was seconded by Mr. Feth. All those present voted aye with the exception of Mr. Waterbury who abstained. Minutes approved.

PLN-16-024-C – Petition for a Conditional Use Permit for an accessory building (garage), with 19’ high walls, in excess of the 12’ maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Aaron Kloke, Planner I, presented the staff report and recommended that if, after the public hearing, the Planning and Zoning Commission finds that the Conditional Use Permit, meets the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, staff recommends that the Planning and Zoning Commission articulate its findings, and further recommends that the Planning and Zoning Commission include, at a minimum, the following recommended conditions of approval.

1. Per Section 17.12.121(F)(6) of the Casper Municipal Code, the accessory building, once completed, shall be similar in exterior design, with comparable exterior residential materials and roof pitch, to the principal residential building and surrounding neighborhood residential structures. In addition, vertical metal siding is expressly prohibited.

Mr. Kloke entered five (5) exhibits into the record for this case.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jon Cardenas, 2850 East 5th Street, presented the case and stated he was available to answer questions.

Chairman King asked the applicant if the Condition listed in the staff report was acceptable.

Mr. Cardenas replied that the Condition listed in the staff report was acceptable.

Chairman King asked for anyone wishing to comment in favor of or opposition to this case.

Shannon Briggs, 2850 East 5th Street, spoke in favor of this case.

Ted Sellers, 2819 East 5th Street, spoke in opposition to this case.

There being no others to speak, Chairman King closed the public hearing and entertained a motion to approve, approve with conditions, deny, or table PLN-16-024-C, Conditional Use Permit for an accessory building (garage), with 19’ high walls, in excess of the 12’ maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

Ms. Frank made a motion to approve case PLN-16-024-C for the construction of an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street, with Conditions #1, for the two (2) Reasons and Findings A-F listed in the staff report. The motion was seconded by Mr. Holloway.

Ms. Frank inquired about amending the motion with the added Condition of prohibiting windows on the west side of the structure that overlooks the adjacent neighboring yard.

Mr. Trembath, Assistant City Attorney, advised that the Planning and Zoning Commission could add reasonable conditions, and to do so would require an amended motion.

There was discussion on:

- Structural integrity of the existing garage.
- Architectural design of the project.
- Building permit process and what plans would be required, would structural be included, difference between commercial projects and residential.
- Safety always a concern in consideration of building permitting.

Ms. Frank made an amended motion to include a second Condition that would not allow windows on the west side of the addition. The motion was seconded by Mr. Feth. All those present voting aye, with the exception of Mr. Holloway, and Mr. Waterbury who voted nay. The amended motion passes.

Ms. Frank made a motion to approve case PLN-16-024-C for the construction of an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street, with Condition #1 listed in the staff report, and Condition #2 to not allow windows on the west side of the addition, for the two (2) Reasons and Findings A-F listed in the staff report. The motion was seconded by Mr. Holloway. Chairman King, Ms. Frank, and Mr. Feth voted aye. Mr. Holloway and Mr. Waterbury voted nay. Motion failed.

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their public hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

PLN-16-025-Z - Petition for a Zone Change of Casper Block 122, Lot 1-3 Commercial, and Casper Block 122 Lot 4-5 All, located at 901 and 909 South Cedar Street, from OYDSPC (Old Yellowstone District and South Poplar Corridor) to C-2 (General Business). Applicant: Chetan Patel.

May 13, 2016

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director *lb*
Craig Collins, AICP, City Planner
Aaron Kloke, Planner I

SUBJECT: **PLN-16-024-C** – Petition for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Recommendation:

If, after the public hearing, the Planning and Zoning Commission finds that the requested Conditional Use Permit meets the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, as outlined below, staff recommends that the Planning and Zoning Commission articulate its findings and further recommends that the Planning and Zoning Commission include, at a minimum, the following recommended condition of approval.

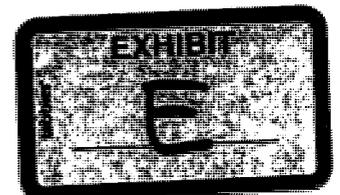
1. Per Section 17.12.121(F)(6) of the Casper Municipal Code, the accessory building, once completed, shall be similar in exterior design, with comparable exterior residential materials and roof pitch, to the principal residential building and surrounding neighborhood residential structures. In addition, vertical metal siding is expressly prohibited.

Code Compliance:

Staff has complied with all requirements of Section 17.12.240 of the Casper Municipal Code pertaining to Conditional Use Permits, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has not received any public comments regarding this application.

Section 17.12.240(G) of the Casper Municipal Code states that no conditional use permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.



When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

1. Size and location of site;
2. Street and road capacities in the area;
3. Ingress and egress to adjoining public streets;
4. Location and amount of off-street parking;
5. Internal traffic circulation systems;
6. Fencing, screening, and landscaped separations;
7. Building bulk and location;
8. Usable open space;
9. Signs and lighting; and,
10. Noise, vibration, air pollution and other environmental influences.

Summary:

Jon Cardenas, as property owner, has applied for a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, which is in excess of the 12' maximum wall height permitted. The subject property is zoned R-2 (One Unit Residential) zoning district, and is located at 2850 East 5th Street. Surrounding land uses in

the immediate area are all single-family residential. Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height.

The existing garage is a flat-roofed, cinder block structure approximately 27'x 25' in size and eleven (11) feet in height. The applicant intends to add eight (8) foot sidewalls on top of the existing structure. The applicant has submitted a written letter explaining that the exterior materials are proposed to be lap siding with "Bridger steel metal" on some parts of the walls. Staff has included a condition of approval based on the requirements of Section 17.12.121(F)(6) of the Casper Municipal Code that requires that exterior residential materials must be similar in design to the principal and/or surrounding residential neighborhood buildings and expressly prohibits vertical metal siding.

For illustrative purposes, staff has provided a sample motion to approve the Conditional Use Permit immediately below, in order to assist the Planning and Zoning Commission with making a motion if the Commission desires to approve the request.

Illustrative Motion:

That case number **PLN-16-024-C**, a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, in excess of the 12' maximum wall height permitted, be granted with recommended Condition #1, listed under the "recommendation section" of this staff report, for the following reasons:

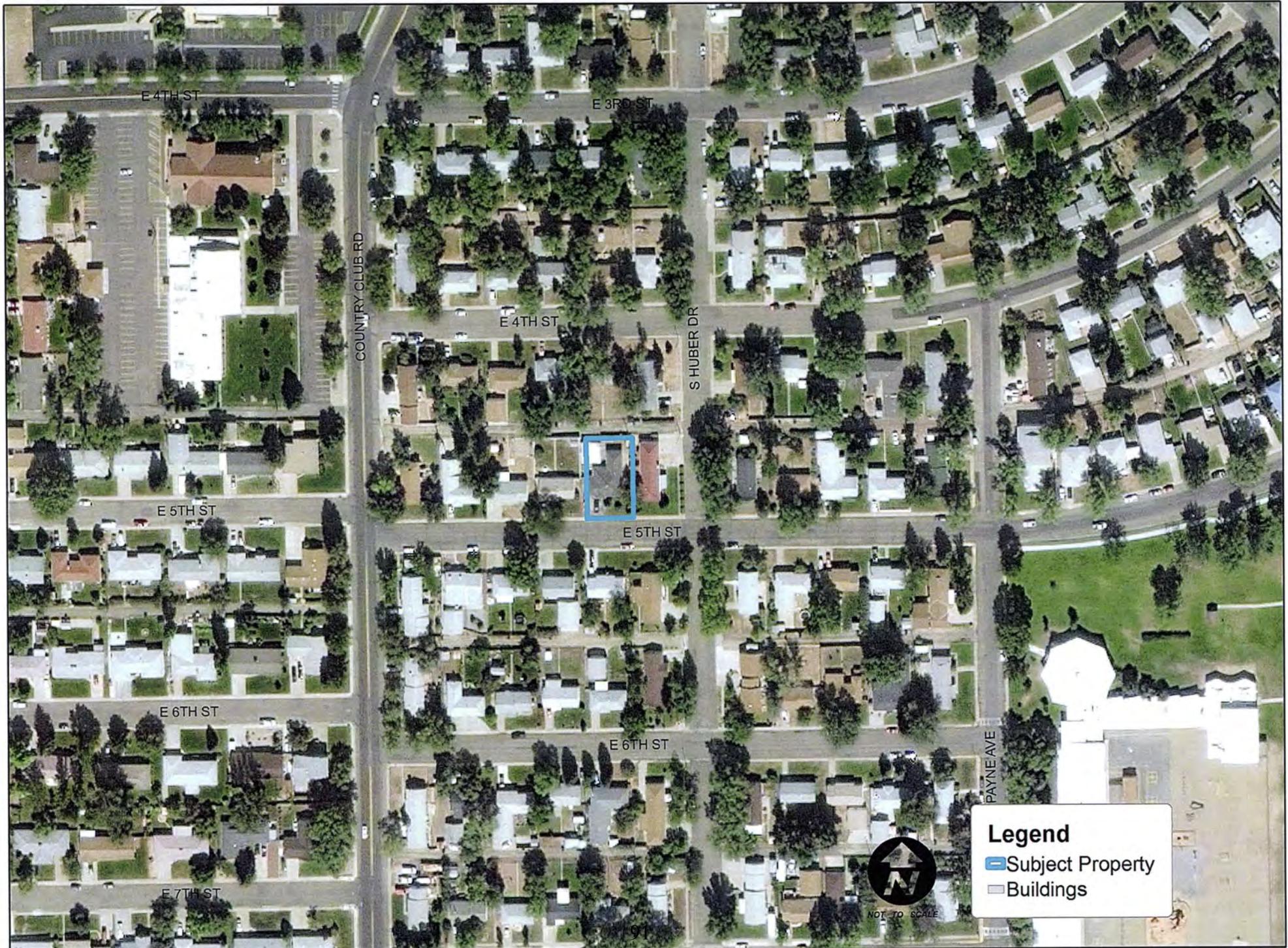
1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

Furthermore, the Planning and Zoning Commission finds that:

- a. The footprint of the garage will not increase and the increased height of the detached garage is compatible with the character of the surrounding neighborhood.
- b. The proposed use, as a detached garage, is a permitted accessory use in the R-2 (One Unit Residential) zoning district, and will not affect the area's density or be detrimental to the neighborhood.
- c. The volume of business is not applicable because the property is not being proposed to be used as a business.

- d. There will not be unreasonable congestion or a traffic hazard caused by the proposed oversized accessory building, as determined by the City Engineer and the Community Development Director.
- e. To the best of the planning staff's knowledge, there has not been any conditional use permits issued for oversized accessory buildings within three hundred (300) feet of the subject property.
- f. There are no other criteria, affecting public health, safety, and welfare, as provided for by written rules of the Commission.

2850 East 5th Street



Legend

- Subject Property
- Buildings



2850 East 5th Street



2850 East 5th Street

Facing north from East 5th Street

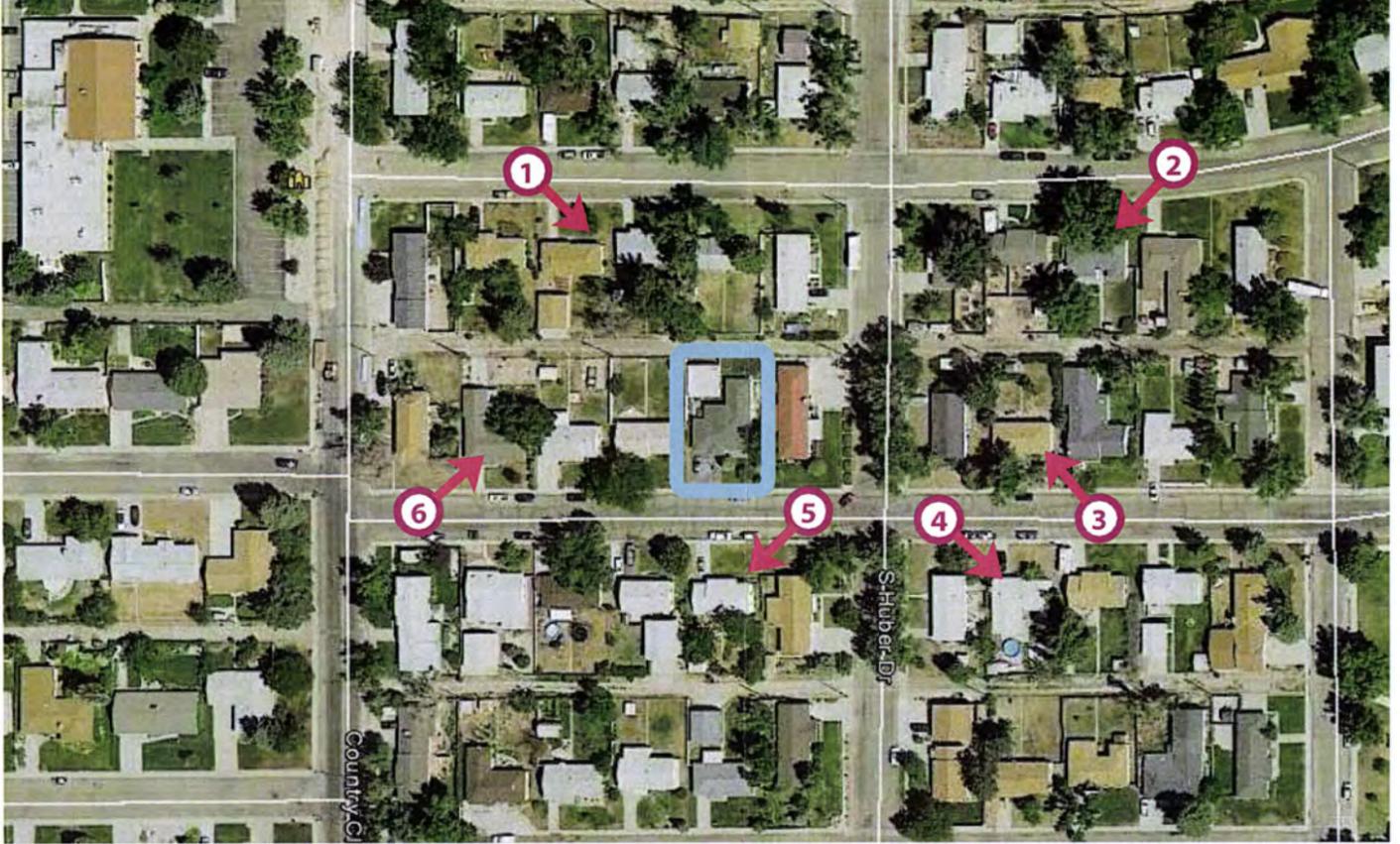


Facing south from alley

Facing southeast from alley



2850 East 5th Street - Subject Property & Neighborhood Context





City of Casper Planning Division

Conditional Use Permit Application

OWNER'S INFORMATION:

NAME: Jan Cardenas
ADDRESS: 2850 E 5th St
TELEPHONE: 267-7645 EMAIL: _____

LOCATION OF REQUEST:

ADDRESS: 2850 E. 5th St
LEGAL DESCRIPTION: lot 8, Block 7, Pineview meadows
Number of Lots: 1 Size of Lots: 65'X110' 7,150 sqft
Current Zoning: Residential Current Use: Single family home
Purpose for which the property is proposed to be used: Extra Day living space
Above detached garage / Man cave no plumbing
Prior restrictions placed on the property: 11' side walls

Floor area square footage: 695 Number of Occupants or Employees: N/A
Building Footprint: _____ Number of off-street parking spaces: N/A

A PLOT PLAN IS REQUIRED SHOWING: (WHERE APPROPRIATE)

- | | | |
|-------------------------------|--------------------------------|-------------------------------------|
| lot size and dimensions | size and location of buildings | off-street parking |
| routes for ingress and egress | internal traffic control | fencing, screening, and landscaping |
| signs and lighting | setback distances | |



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

SIGNATURE OF PROPERTY OWNER: Jan Cardenas
DATE: 7/14/2016

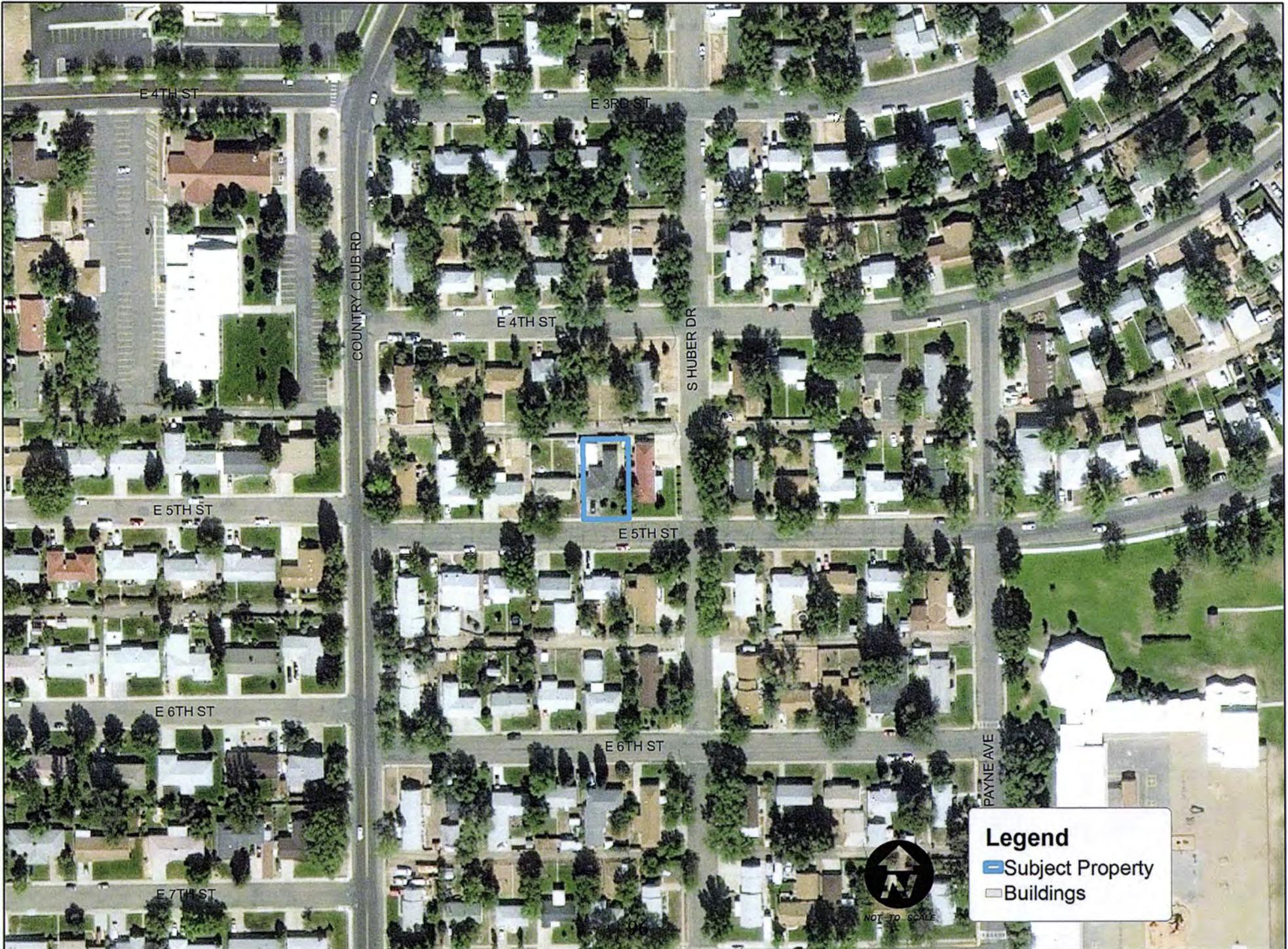
SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov
E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$275 APPLICATION FEE (NON-REFUNDABLE)
 - PLOT PLAN

FOR OFFICE USE ONLY:
DATE SUBMITTED:

REC'D BY: _____

2850 East 5th Street



Variance application for 2850 East 5th St.

To Whom It May Concern:

Proposed structure to be built on top of existing 27'4" x 25' 5"

cinder block detached garage at 2850 east 5th St. Existing structure has a flat roof that would be turned into the floor. Proposed new structure with 8' sidewalls on top of existing structure, two gable ends on the north and south of the building, 1' overhangs on the roof. Vaulted inside, with windows, new lap siding and Bridger steel metal on some of the new structure walls and existing structure walls. Metal roof, stairs to be inside existing detached garage up to new area. All work to be performed by Travis Briggs/Crowing Rooster Custom Contracting owner, licensed and insured General Contractor in the city of Casper license number GL1-CL-16-104. All work shall comply with setbacks as required and all codes set forth by the city of Casper, upon approval will be drawn and designed by a structural engineer. No plumbing, just a dry structure, sort of a man cave for the owner. Attached are photos of two other projects similar to this.

South side

2850 E 5th St

6/12 pitch

Proposed New Structure

90" top of wall to peak

overhang
heel height

Overall
26'7" OFF
ground

Existing Cinder Block

25'8"

2850 E 5th St

N

6/12 pitch

90" top of wall to peak

1' overhang
1'6" height

8'

10'

8'

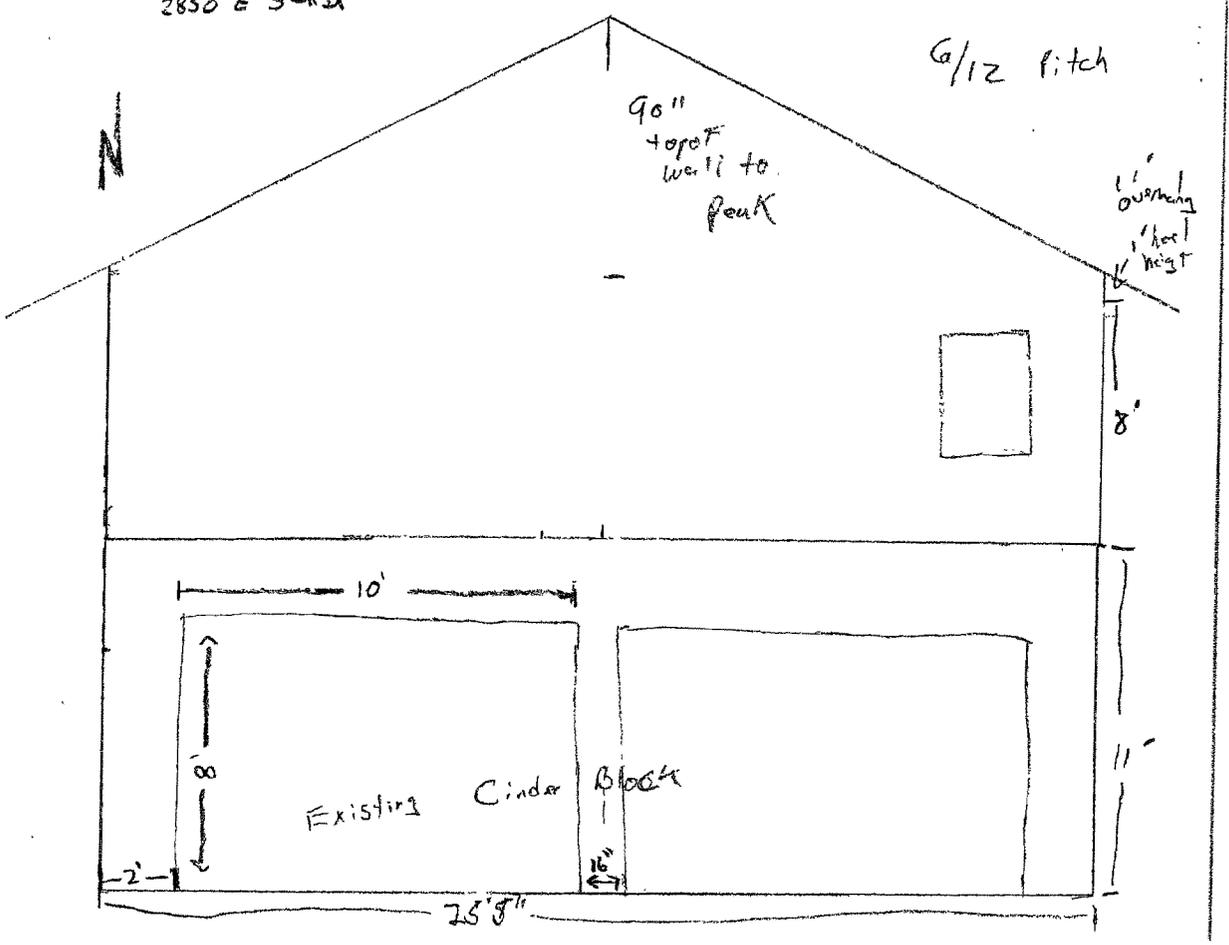
Existing Cinder Block

2'

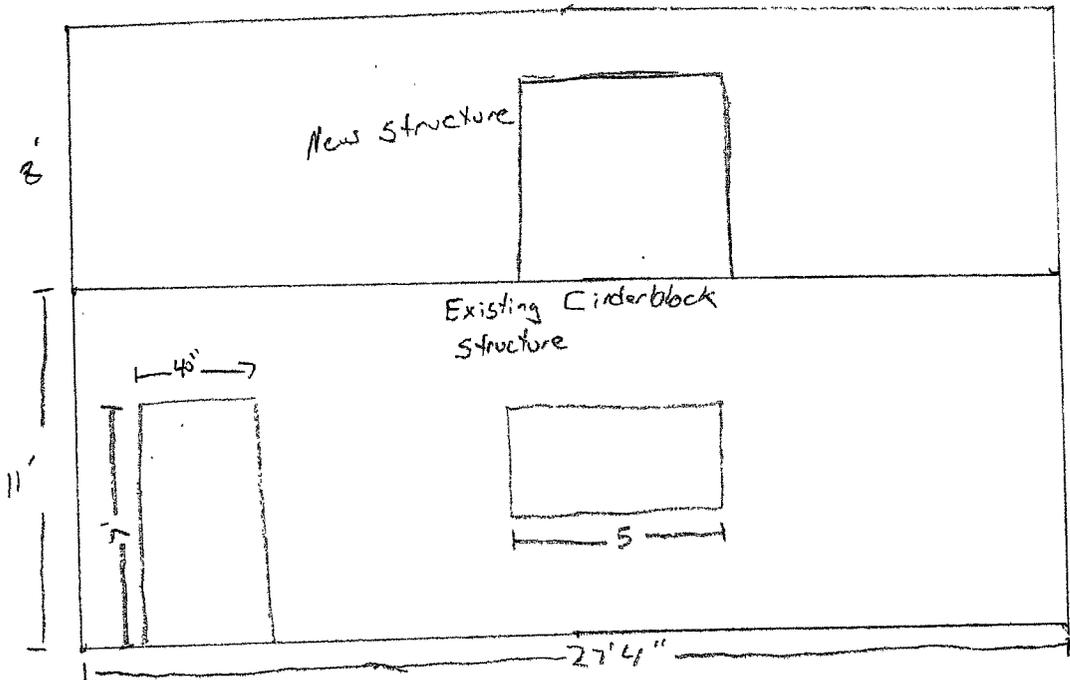
16"

25'8"

11'

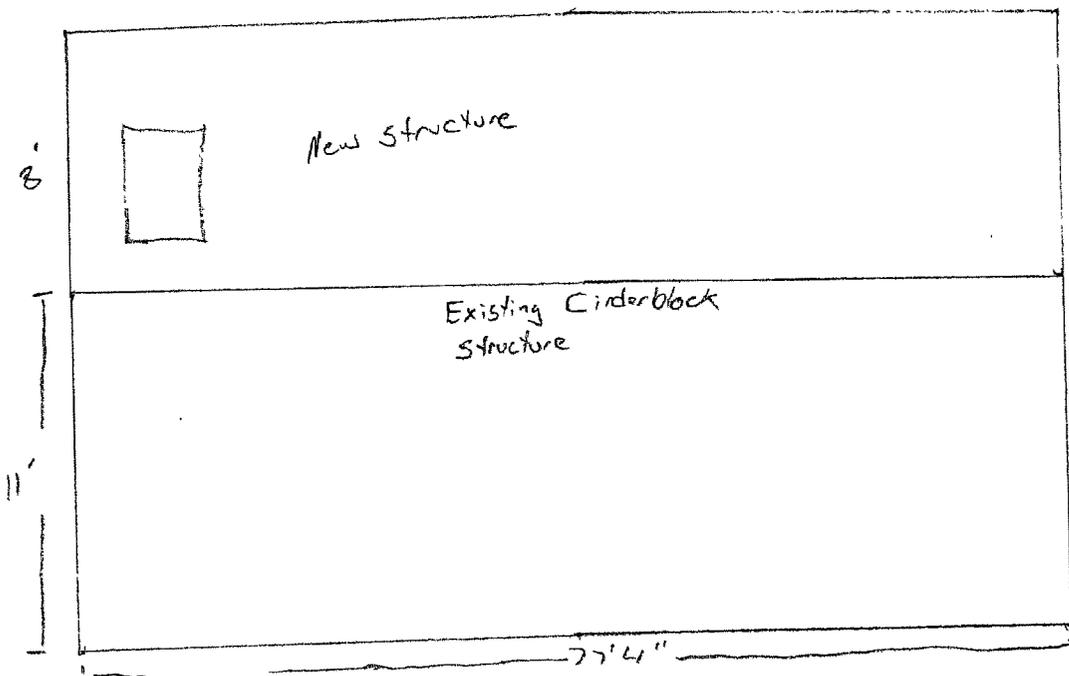


2850 E 5th St



2850 East 5th St.

West side

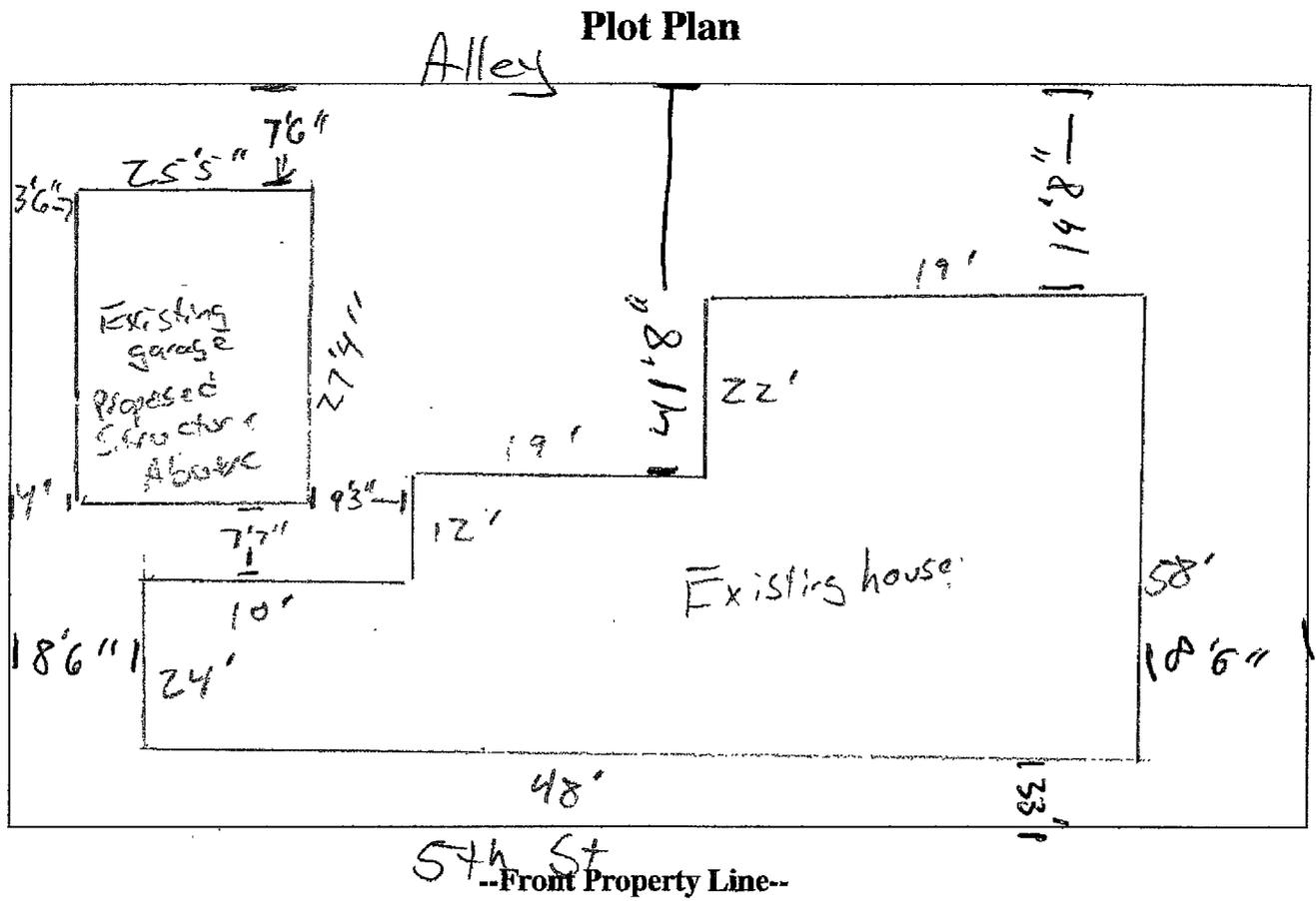


2850 East 5th St.

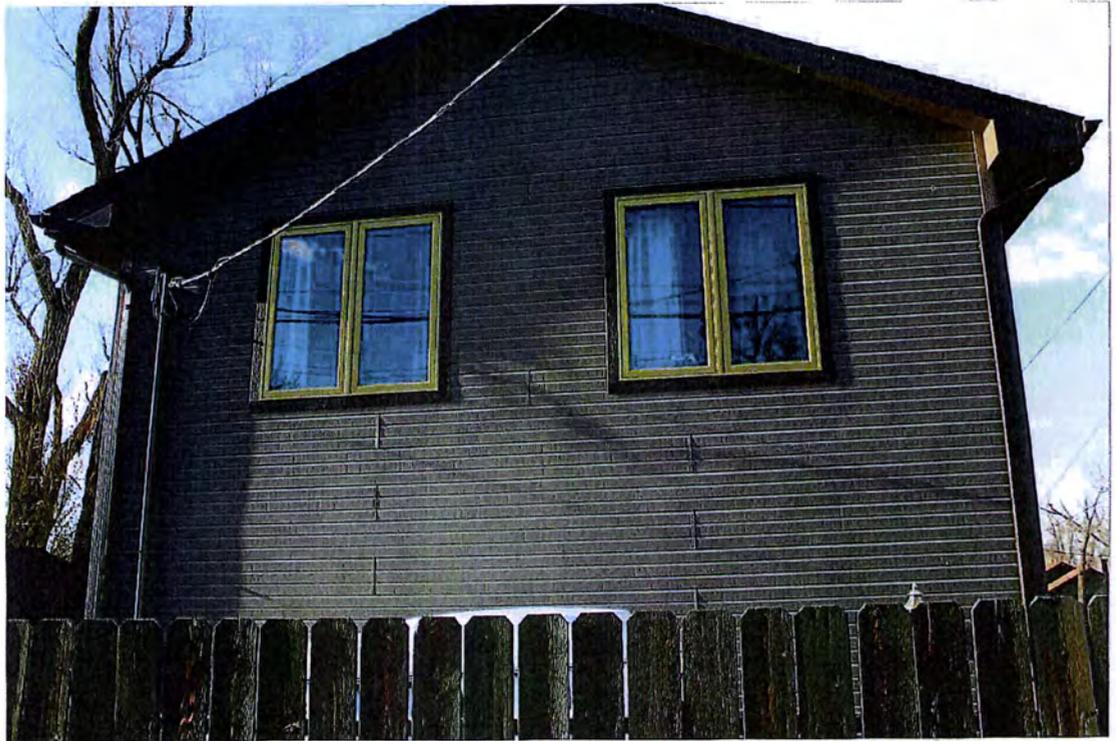
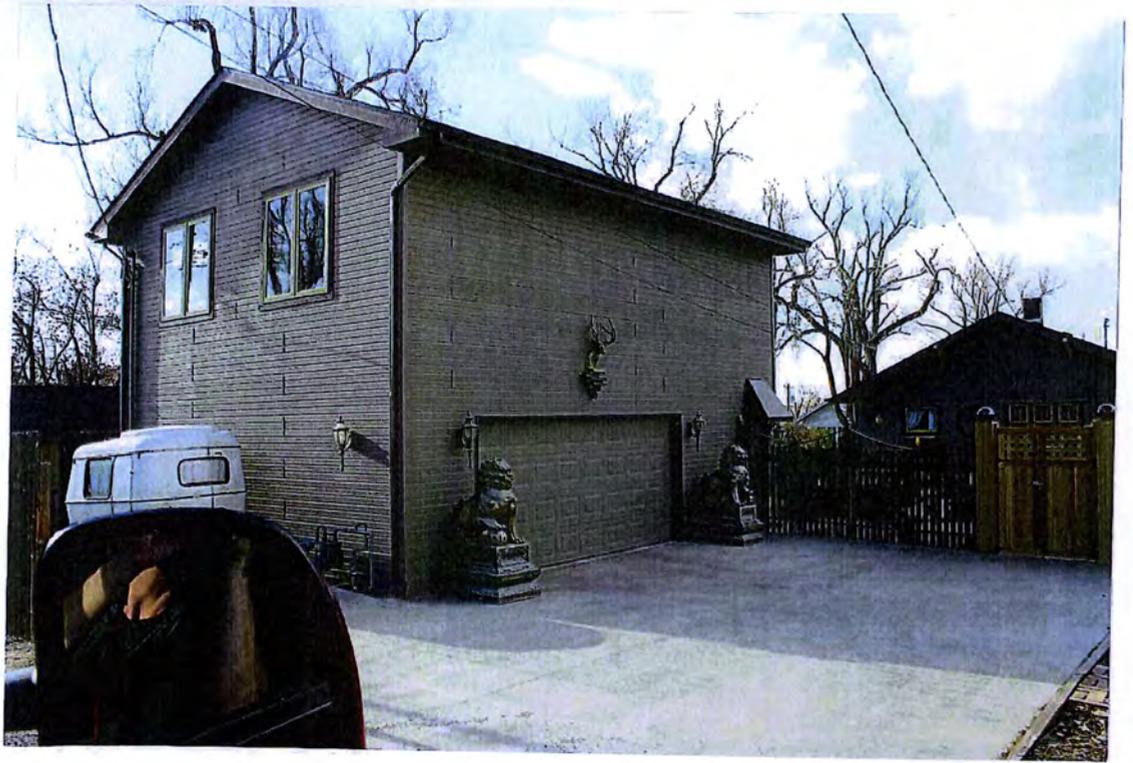
**PLOT PLAN FOR NEW STRUCTURES, ADDITIONS
AND DETACHED ACCESSORY BUILDINGS**

All structures, which includes additions and detached garages, carports, storage buildings, sheds, etc., over 120 square feet require a building permit. A building permit application requires that the following information be provided, in addition to a plot plan that illustrates the front, side, and rear yard setbacks. Note: The front yard setback is measured from the **property line** which may or may not be the sidewalk.

1. **Type of foundation:** Spread Footings Monolithic Slab Other (specify) _____
2. **Type of exterior siding:** Lap T-III Masonry Other (specify) _____
Note: Vertical metal siding is expressly prohibited.
3. **Wall height to the lowest adjacent ground level:** 11' Add 8'
Note: Wall heights taller than 12' require a Conditional Use Permit.
4. **Type of roofing material:** Asphalt Metal Other (specify) _____
5. **Roof pitch:** Sloped Flat Other (specify) _____

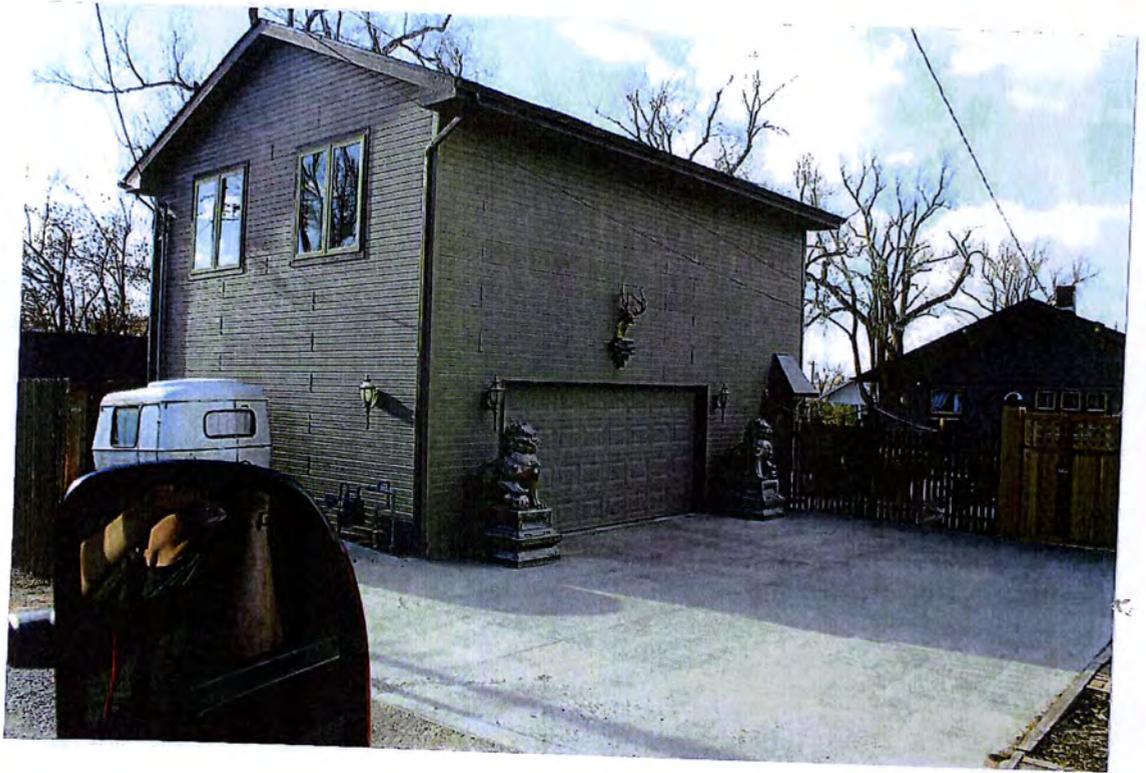


(Indicate street name and for corner lot, indicate both street names)









Exhibits For PLN-16-024-C
2850 East 5th Street, Jon Cardenas.

- A. Conditional Use Permit Application.
- B. Map of the 300' Notification Zone.
- C. Legal Notice sent to the Casper Star Tribune advertising the date of Public Hearing.
- D. Notice of Public Hearing sent to Property Owners within a 300' Radius.
- E. Memo to the Chairman & Members of the Planning and Zoning Commission.

5



City of Casper Planning Division

Conditional Use Permit Application

OWNER'S INFORMATION:

NAME: Jan Cardenas
 ADDRESS: 2850 E 5th St
 TELEPHONE: 267-7645 EMAIL: _____

LOCATION OF REQUEST:

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Above detached garage / Man cave NO Plumbing
 Prior restrictions placed on the property: 11' side walls

Floor area square footage: 695 Number of Occupants or Employees: N/A
 Building Footprint: _____ Number of off-street parking spaces: N/A

A PLOT PLAN IS REQUIRED SHOWING: (WHERE APPROPRIATE)

- | | | |
|-------------------------------|--------------------------------|-------------------------------------|
| lot size and dimensions | size and location of buildings | off-street parking |
| routes for ingress and egress | internal traffic control | fencing, screening, and landscaping |
| signs and lighting | setback distances | |



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

SIGNATURE OF PROPERTY OWNER: Jan Cardenas
 DATE: 4/14/2016

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$275 APPLICATION FEE (NON-REFUNDABLE)
 - PLOT PLAN

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
 REC'D BY: _____

2850 East 5th Street



LEGAL NOTICE

The Planning and Zoning Commission of the City of Casper will hold their regularly scheduled meeting at **6:00 p.m.**, Thursday, **May 19, 2016**, in the City Council Chambers, Casper City Hall, 200 North David Street, Casper, Wyoming. At that time, they will consider the following cases:

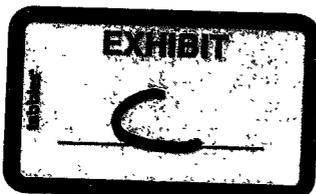
PLN-16-022-R – Petition to vacate and replat Lots 5 and 6, Harmony Hills Addition No. 2 – Phase 2, and Lot 4A, Harmony Hills Addition No. 2 – Phase 2, Lots 3A and 4A, to create Harmony Hills Addition No. 2 Phase 2A, comprising 0.46-acres, more or less, generally located at the southeast intersection of Wyoming Boulevard and Tranquility Way. Applicant: Harmony Hills Holdings, LLC.

PLN-16-023-R – Petition to vacate and replat of Eastward Heights VIII, Lots 11-15, to create Eastward Heights VIII, Lot 16, comprising 0.260-acres, more or less, located at 1460, 1462, 1464, 1466 Missouri Avenue. Applicant: Langdon Investments, LLC.

PLN-16-024-C – Petition for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

PLN-16-025-Z - Petition for a Zone Change of Casper Block 122, Lot 1-3 Commercial, and Casper Block 122 Lot 4-5 All, located at 901 and 909 South Cedar Street, from OYDSPC (Old Yellowstone District and South Poplar Corridor) to C-2 (General Business). Applicant: Chetan Patel.

CITY OF CASPER, WYOMING
Liz Becher, Secretary
Publish Monday April 25, 2016



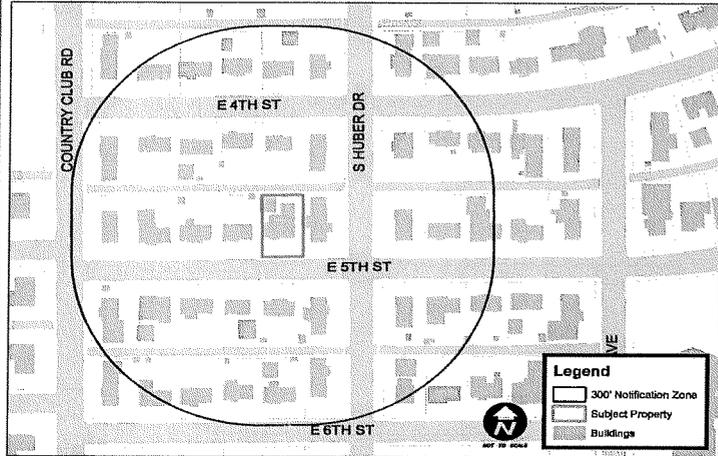
CITY OF CASPER PUBLIC HEARING INFORMATION:

You, as a property owner/resident within a 300-foot radius of the perimeter of the subject property, are hereby notified of this public hearing. You may submit written comments to the Community Development Department, 200 N David, Rm 205, Casper, WY, 82601 or via email at dhardy@casperwy.gov prior to the Planning and Zoning Commission meeting. All comments should be received by **May 13, 2016** to be included in the Planning and Zoning Commission's packet of information that they receive prior to the public hearing. You may also attend the public hearing (listed on front of card) and present written and/or oral comments at that time. Depending on the number of people wishing to speak, the Chairman may limit the time you have in which to make your presentation.

PLN-16-024-C – Petition for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Application Location:

2850 East 5th Street



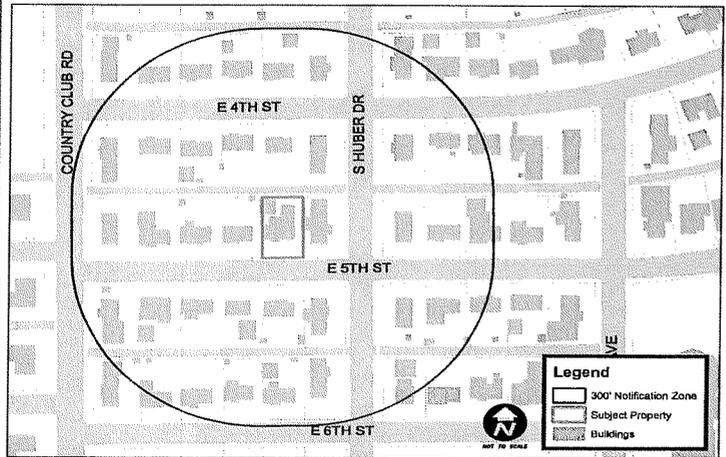
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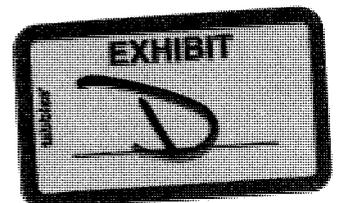
PLN-16-024-C – Petition for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Application Location:

2850 East 5th Street



Sent via U.S. Mail 4/22/16.



GEOCODE	OWN1	OWN2	ADDR1	ADDR3
337911218004	THOMPSON, ANTHONY R II ET UX		2918 E 4TH ST	CASPER WY 82609
337911218003	MARKHAM, PAUL L		339 S HUBER DR	CASPER WY 82609
337911220011	MANOLOVITZ, WILLIAM ET UX		2850 E 4TH ST	CASPER WY 82609
337911220012	CHRISTENSEN, JACOB C		340 S HUBER DR	CASPER WY 82609
337911220010	WATSON, ROXANNE LYNN		2840 E 4TH ST	CASPER WY 82609
337911220009	RIEKE, JESSE		2828 E 4TH ST	CASPER WY 82609
337911220008	FORD, BURL D ET UX		307 COUNTRY CLUB RD	CASPER WY 82609
337911220007	MC FARLAND, CLOTILDE R ET AL		339 COUNTRY CLUB RD	CASPER WY 82609
337911222009	TEMPEST, RONE A		2828 E 6TH ST	CASPER WY 82609
337911222008	MARSHALL, WILMA R B		2818 E 6TH ST	CASPER WY 82609
337911222007	CARLSON, BRADLEY J ET UX		541 COUNTRY CLUB RD	CASPER WY 82609
337911222004	MADRID, MATTHEW M ET UX		2829 E 5TH ST	CASPER WY 82609
337911222011	MARTINEZ, LELAND E ET UX		2850 E 6TH ST	CASPER WY 82609
337911222012	GIMBEL, VERNA J		540 S HUBER DR	CASPER WY 82609
337911222010	WENDLING, ALBERT JR ET AL		2840 E 6TH ST	CASPER WY 82609
337911137004	PERES, DAVID L		2930 E 5TH ST	CASPER WY 82609
337911219004	B D E INVESTMENT		2020 MIRACLE DR	CASPER WY 82609
337911219003	W C D A		BOX 10100	CASPER WY 82602
337911221012	CLARK, CALVIN M ET AL TRUSTEES		440 S HUBER DR	CASPER WY 82609
337911137003	SCHEER, WILLIAM D ET UX		2132 BEAR CREEK RD	LA GRANGE WY 82221
337911219001	CUMMINGS, CRAIG ET AL		2919 E 4TH ST	CASPER WY 82609
337911219002	JOHNSON, SAMANTHA M		407 S HUBER DR	CASPER WY 82609
337911221001	RYDALCH, RACHEL M		410 S HUBER DR	CASPER WY 82609
337911221002	ROSS, TAMMY E		2851 E 4TH ST	CASPER WY 82609
337911221003	CHERYL L ELFERING LIVING TRUST 1/16/2014		82 MARIGOLD	CASPER WY 82604
337911221004	HAMMELL, BRYAN S ET UX		BOX 49	EVANSVILLE WY 82636
337911221005	MC FARLAND, CLOTILDE R ET AL		339 COUNTRY CLUB RD	CASPER WY 82609
337911221006	STANBURY, CHRISTOPHER ET AL		409 COUNTRY CLUB RD	CASPER WY 82609
337911221011	CARDENAS, JON M		2850 E 5TH ST	CASPER WY 82601
337911221010	MALLIOKAS, DEANNA		2840 E 5TH ST	CASPER WY 82609
337911221009	FEUERHELM, WINIFRED ELLEN		2828 E 5TH ST	CASPER WY 82609
337911221008	JANSSEN, JAMIE LYNN ET AL		2818 E 5TH ST	CASPER WY 82609
337911221007	OETKEN, FRED ET UX		439 UPPER RD	SHERIDAN WY 82801
337911238004	PARSONS INVESTORS		1207 T 7 LN	GILLETTE WY 82716
337911238003	BENNETT, VERNON M ET UX		541 S HUBER DR	CASPER WY 82609
337911138003	PATRICELLI, CURT A		2929 E 5TH ST	CASPER WY 82609
337911238002	HINERMAN, EDWARD R ET UX		507 S HUBER DR	CASPER WY 82609

GEOCODE	OWN1	OWN2	ADDR1	ADDR3
337911238001	T L C-P A C LLC	ATTN: STEPHANIE C. ROSS	9993 S CANTRELL RD	CASPER WY 82601
337911222001	BRAUN, IONE C		510 S HUBER DR	CASPER WY 82609
337911222002	VINES, TERRY W ET UX		2851 E 5TH ST	CASPER WY 82609
337911222003	LEWALLEN, MARIA L		2841 E 5TH ST	CASPER WY 82609
337911222005	SELLERS, WALTER A ET UX		2819 E 5TH ST	CASPER WY 82609
337911222006	SHAW, NANCY S ET AL TRUSTEES		507 COUNTRY CLUB RD	CASPER WY 82609

May 13, 2016

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director *lb*
Craig Collins, AICP, City Planner
Aaron Kloke, Planner I

SUBJECT: **PLN-16-024-C** – Petition for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street. Applicant: Jon Cardenas.

Recommendation:

If, after the public hearing, the Planning and Zoning Commission finds that the requested Conditional Use Permit meets the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, as outlined below, staff recommends that the Planning and Zoning Commission articulate its findings and further recommends that the Planning and Zoning Commission include, at a minimum, the following recommended condition of approval.

1. Per Section 17.12.121(F)(6) of the Casper Municipal Code, the accessory building, once completed, shall be similar in exterior design, with comparable exterior residential materials and roof pitch, to the principal residential building and surrounding neighborhood residential structures. In addition, vertical metal siding is expressly prohibited.

Code Compliance:

Staff has complied with all requirements of Section 17.12.240 of the Casper Municipal Code pertaining to Conditional Use Permits, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has not received any public comments regarding this application.

Section 17.12.240(G) of the Casper Municipal Code states that no conditional use permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.



When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

1. Size and location of site;
2. Street and road capacities in the area;
3. Ingress and egress to adjoining public streets;
4. Location and amount of off-street parking;
5. Internal traffic circulation systems;
6. Fencing, screening, and landscaped separations;
7. Building bulk and location;
8. Usable open space;
9. Signs and lighting; and,
10. Noise, vibration, air pollution and other environmental influences.

Summary:

Jon Cardenas, as property owner, has applied for a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, which is in excess of the 12' maximum wall height permitted. The subject property is zoned R-2 (One Unit Residential) zoning district, and is located at 2850 East 5th Street. Surrounding land uses in

the immediate area are all single-family residential. Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height.

The existing garage is a flat-roofed, cinder block structure approximately 27'x 25' in size and eleven (11) feet in height. The applicant intends to add eight (8) foot sidewalls on top of the existing structure. The applicant has submitted a written letter explaining that the exterior materials are proposed to be lap siding with "Bridger steel metal" on some parts of the walls. Staff has included a condition of approval based on the requirements of Section 17.12.121(F)(6) of the Casper Municipal Code that requires that exterior residential materials must be similar in design to the principal and/or surrounding residential neighborhood buildings and expressly prohibits vertical metal siding.

For illustrative purposes, staff has provided a sample motion to approve the Conditional Use Permit immediately below, in order to assist the Planning and Zoning Commission with making a motion if the Commission desires to approve the request.

Illustrative Motion:

That case number **PLN-16-024-C**, a Conditional Use Permit to allow for the construction of a second story on an existing detached garage, resulting in 19' high walls, in excess of the 12' maximum wall height permitted, be granted with recommended Condition #1, listed under the "recommendation section" of this staff report, for the following reasons:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

Furthermore, the Planning and Zoning Commission finds that:

- a. The footprint of the garage will not increase and the increased height of the detached garage is compatible with the character of the surrounding neighborhood.
- b. The proposed use, as a detached garage, is a permitted accessory use in the R-2 (One Unit Residential) zoning district, and will not affect the area's density or be detrimental to the neighborhood.
- c. The volume of business is not applicable because the property is not being proposed to be used as a business.

- d. There will not be unreasonable congestion or a traffic hazard caused by the proposed oversized accessory building, as determined by the City Engineer and the Community Development Director.
- e. To the best of the planning staff's knowledge, there has not been any conditional use permits issued for oversized accessory buildings within three hundred (300) feet of the subject property.
- f. There are no other criteria, affecting public health, safety, and welfare, as provided for by written rules of the Commission.

RESOLUTION NO. 16-168

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR AN ACCESSORY BUILDING (GARAGE) WITH 19' HIGH WALLS, IN EXCESS OF THE 12' MAXIMUM WALL HEIGHT PERMITTED; ON LOT 8, BLOCK 7, PINEVIEW MEADOWS ADDITION No. 2, SUBDIVISION NO. 1, LOCATED AT 2850 EAST 5TH STREET

WHEREAS, Jon Cardenas (the "Applicant") applied for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the "Commission"), the Applicant's Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-16-024-C; and,

WHEREAS, the Applicant timely perfected an appeal of the Commission's decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicant's Appeal in this matter; and,

WHEREAS, Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height; and,

WHEREAS, based upon a review of the record in this matter, as well as all information presented at the Public Hearing on the Applicant's Appeal, the Casper City Council finds that the decision of the Commission should be upheld, and that the application for the Conditional Use Permit should be denied.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby upholds the decision by the City of Casper Planning and Zoning Commission in denying the application for a Conditional Use Permit in Case No. PLN-16-024-C, and that the Application for a Conditional Use Permit in said matter is denied Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:

William Fremont III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____.

RESOLUTION NO. 16-169

A RESOLUTION REVERSING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR AN ACCESSORY BUILDING (GARAGE) WITH 19' HIGH WALLS, IN EXCESS OF THE 12' MAXIMUM WALL HEIGHT PERMITTED; ON LOT 8, BLOCK 7, PINEVIEW MEADOWS ADDITION No. 2, SUBDIVISION NO. 1, LOCATED AT 2850 EAST 5TH STREET

WHEREAS, Jon Cardenas (the "Applicant") applied for a Conditional Use Permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R-2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the "Commission"), the Applicant's Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-16-024-C; and,

WHEREAS, the Applicant timely perfected an appeal of the Commission's decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicant's Appeal in this matter; and,

WHEREAS, Section 17.12.121(G) of the Casper Municipal Code states that a Conditional Use Permit is required for detached accessory buildings that exceed twelve (12) feet in exterior wall height; and,

WHEREAS, the Casper City Council has considered the following criteria under Section 17.12.240(H) of the Casper Municipal Code reviewing the decision of the Commission:

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.

- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

WHEREAS, based upon a review of the record in this matter, as well as all information presented at the Public Hearing on the Applicant's Appeal, the Casper City Council finds that the decision of the Commission should be reversed, and that the application for the Conditional use permit should be granted with the following findings:

- a. The Conditional Use Permit is consistent with the spirit, purpose, and intent of Title 17 of the Casper Municipal Code, will not substantially impair the appropriate use of neighboring property, will serve the public need, convenience, and welfare; and
- b. That the conditional use is designed to be compatible with adjacent land uses and the area of its location.

WHEREAS, the City Council hereby approves the Conditional Use Permit subject to the following conditions:

- 1. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.
- 2. Per Section 17.12.121(F)(6) of the Casper Municipal Code, the accessory building, once completed, shall be similar in exterior design, with comparable exterior residential materials and roof pitch, to the principal residential building and surrounding neighborhood residential structures. In addition, vertical metal siding is expressly prohibited.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby reverses the decision by the City of Casper Planning and Zoning Commission in denying the application for a Conditional Use Permit in Case No. PLN-16-024-C, and that the Application for a Conditional Use Permit in said matter is hereby approved and granted for Lot 8, Block 7, Pineview Meadows

Addition No. 2, Subdivision No. 1, located at 2850 East 5th Street, with the findings and conditions of the Council as set forth above.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:

Willie Truett

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

June 10, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager *TB*
Linda Carlson, Assistant Support Services Director *LC*
Carla Mills-Laatsch, Customer Service Supervisor *CMJ*

SUBJECT: Public Hearing for Transfer of Ownership and Location of Retail Liquor License No. 15, OC Casper, LLC., located at 3580 East 2nd Street.

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership and Location of Retail Liquor License No. 15, from D & D Liquors, Inc., d.b.a Dorn's Fireside Lounge, located at 1745 CY Avenue, to OC Casper, LLC., d.b.a. Old Chicago located at 3580 East 2nd Street.

Summary:

An application has been received for a Transfer of Ownership and Location of Retail Liquor License No. 15, from D & D Liquors, Inc., d.b.a Dorn's Fireside Lounge, located at 1745 CY Avenue, to OC Casper, LLC., d.b.a. Old Chicago located at 3580 East 2nd Street.

Currently, OC Casper, LLC has Restaurant Liquor License No. 20 and Microbrewery Liquor License No. 2. Municipal Code 5.08.100(B) states that no more than one license or permit shall be issued to any one person. Upon approval, OC Casper, LLC will relinquish Restaurant Liquor License No. 20 and Microbrewery Liquor License No. 2 to the City of Casper.

The applicant is required to comply with all Municipal Code and State Statutes in regards to liquor licenses.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 05 10 2016

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1500.00</u>	\$ <u>1125.00</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee Collected	\$ <u>100.00</u>	\$ _____
Publishing Fee Collected:	\$ _____	

Publishing Direct Billed:

Advertising Dates (2 wks): 5/14, 20, 23, 31, 2016

Hearing Date: 06 12 2016

LICENSE TERM: 06 22 2016

Month Day Year

Through: 03 30 2017

Month Day Year

Formerly Held by: D&D Liquors, Inc

Applicant: OC Casper, LLC

Trade Name (dba): Old Chicago

Premise Address: 3580 E 2nd Street
Number & Street

Casper WY 82609 Natrona
City State Zip County

Mailing Address: Po Box 50630
Number & Street or P.O. Box

Casper WY 82609
City State Zip

Business Telephone Number: (307) 265 3029

Fax Number: (307) 473 2909

E-Mail Address: john@jrgrestaurants.com

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

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

<p>FILING FOR</p> <p><input type="checkbox"/> NEW <input checked="" type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;">TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input checked="" type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Sunday - Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Mon - Thur 11A - 12A</u> <u>Fri - Sat 11A - 2A</u> <u>Sunday 11A - 10P</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i).
27' x 59' Room on West Side of Building

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)
MFG: _____

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location: _____

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Lot 1, Casper Retail, Zoned C-2

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the building in which sales room is located? YES (own)
(2) **LEASE** the building in which sales room is located? YES (lease)

(A) **DATE** lease expires 8/31/2019 located on page 1 paragraph 4 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 8 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO

. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for? YES NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____

. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO

If "YES", explain: _____

. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO

. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

. Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO

(b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

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

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

5. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

LIMITED RETAIL (CLUB) LICENSE:

6. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

7. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
John D Johnson				13	80%	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
JAMES F McBride				13	20%	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF Natrona

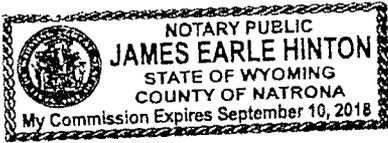
Before Me, James Earle Hinton, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
Natrona County, State of Wyoming, personally appeared

JOHN D. JOHNSON name he being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. John D. Johnson
2. _____
3. _____
4. _____

My Commission expires: 9-10-2018

Witness my hand and official seal:

James Earle Hinton
Notary Public or other officer authorized to administer oaths)

Title Wyoming Notary

Dated: 5-6-2016

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

June 15, 2016

MEMO TO: VH McDonald, City Manager
FROM: Tracey Belser, Assistant City Manager ^{JB}
Michael Szewczyk, IT Manager ^{MS}
SUBJECT: Council Chambers Video Cameras

Recommendation:

That Council, by resolution, authorize a contract with Nordic Sound, in an amount not to exceed \$12,000, for the installation of replacement video camera equipment in the City Hall Council Chambers.

Summary:

There are currently four cameras installed in the Council Chambers. Two of these devices no longer function and a third one has had intermittent issues. Traditionally, the cable company has maintained the equipment associated with the government access channel broadcast. While staff has been in negotiations with the vendor on a new franchise agreement, which may or may not include funding such products, another camera failure would dramatically impact the ability for citizens to view Council and Planning and Zoning meetings.

The City contracted with Nordic Sound in 2015 to install a new audio/video system for presentation within Council Chambers. Upon completion of that project, at the City's request, Nordic Sound also provided a proposal for new video cameras and associated control system. The first phase includes the installation of one new camera that will point towards City Council, another camera that will be pointed at the lectern to view those who make public comment, and a controller unit to manage the devices. The cameras have the ability to pan and zoom throughout the chambers, and will provide a better image than the outdated units. However, a more marked video quality to the cable access channel will be recognized in the latter phase when the other camera, backend switching equipment, and a digital converter are installed.

The contract with Nordic Sound is only for the installation of the products in an amount not to exceed \$12,000. The camera equipment will be purchased separately. This project will be funded from Council Technologies.

A contract for Professional Services and a resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of June, 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. Nordic Sound Incorporated, dba Nordic Sound, PO BOX 2296, Casper, Wyoming, 82602 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to upgrade the video camera equipment located within Council Chambers.

B. The project requires professional services for the installation and programming of the cameras to interact with the City’s audio/visual system.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

A. The Contractor shall perform the following services in connection with and respecting the project:

- Install two City-provided Panasonic video cameras and one City-provided Panasonic camera controller in the Council Chambers.
- Provide necessary equipment to complete installation, including, but not limited to converters, mounting, cabling, electrical work, and integration with the existing audio/video equipment.
- Test equipment and ensure it is fully operational with the existing audio/video and cable broadcast systems.

B. The City shall perform the following services in connection with and respecting the project:

- Provide two Panasonic video cameras and one Panasonic controller for installation by Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of August 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twelve Thousand Dollars (\$12,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it 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.

The Contractor shall invoice the City as follows:

- 40% upon contract execution (\$4,800).
- 60% upon final acceptance by the City (\$7,200).

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Nordic Sound Incorporated
dba Nordic Sound

By: _____

By:  _____

Printed Name: _____

Printed Name: DAVID THORSEN

Title: _____

Title: OWNER / PRESIDENT

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to **bring an action** for the breach of this Contract.

RESOLUTION NO. 16-170

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH NORDIC SOUND INCORPORATED TO INSTALL AND CONFIGURE VIDEO CAMERA EQUIPMENT IN THE CITY'S COUNCIL CHAMBERS.

WHEREAS, the City of Casper desires professional services to install and configure video camera equipment in the City's Council Chambers.

WHEREAS, Nordic Sound Incorporated is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Nordic Sound Incorporated to install and configure video camera equipment in the City's Council Chambers in the amount of Twelve Thousand Dollars (\$12,000).

PASSED, APPROVED, AND ADOPTED on this ___ day of June, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

May 27, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
Andrew Colling, Engineering Technician
SUBJECT: ACE Sandblasting & Coating, Inc.
Primary Clarifier #1 Re-Coating Project 16-019

Recommendation:

That Council, by resolution, authorize an agreement with ACE Sandblasting & Coating, Inc., for the Primary Clarifier #1 Re-Coating, Project No. 16-019, in the amount of \$40,000.00, and a contingency amount of \$10,000.00, for a total contract amount of \$50,000.00.

Summary:

On May 26, 2016, the City of Casper received six (6) bids for the Primary Clarifier #1 Re-Coating Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
ACE Sandblasting & Coating	Casper, WY	\$40,000.00
Carr Coatings	Lovell, WY	\$41,650.00
Integrity Tank Services	Henderson, KY	\$49,500.00
American Pipeline Services	Aurora, CO	\$57,621.00
Spiegel Industrial	Steamboat Springs, CO	\$62,656.29
Wyoming Power Wash	Mills, WY	\$62,680.00

The engineer's estimate prepared by the City Engineering Office was \$50,000.00, with the low bid received at \$40,000.00. Adding a construction contingency amount of \$10,000.00 will bring the total contract amount to \$50,000.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

The project includes surface preparation and re-coating of the metal surfaces of the Primary Clarifier #1 at the Sam H. Hobbs Regional Wastewater Treatment Plant.

Funding for this project will be from the Sewer Fund Reserves allocated in FY16 to Improvements Other Than Buildings.

The Agreement and the resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with ACE Sandblasting & Coating, Inc., 3289 Prospector Drive, Unit #3, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to re-coat the Primary Clarifier #1; and,

WHEREAS, ACE Sandblasting and Coating, Inc., is able and willing to provide those services specified as the Primary Clarifier #1 Re-Coating Project No. 16-019.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Primary Clarifier #1 Re-Coating Project No. 16-019, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to 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 September 30, 2016 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 7, 2016.
- 3.2 After receiving a Notice to Proceed from the City, the Contractor shall schedule a 45 day window to complete the work, and notify City plant staff to drain clarifier. After the clarifier is drained, all Contractor's work must be complete no later than 45 days thereafter and ready for final payment. Notwithstanding the completion dates specified in section 3.1, if work is not completed within the 45 day timeline, liquidated damages will be assessed in accordance with Article 3.3 of this agreement.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 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 Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 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.

Owner shall pay 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 Forty Thousand Dollars (\$40,000.00). See Exhibit "A" - Bid Form and BS-1, Bid Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

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. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 *et seq.*, withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by 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 Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 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 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 Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 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 Contractor for such purposes.

- 7.4 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 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. 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.

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 _____, 2016.

APPROVED AS TO FORM:



ATTEST:

By: _____

Title: _____

CONTRACTOR:

ACE Sandblasting & Coating, Inc.

By: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Tracey L. Belser

Title: City Clerk

By: _____

Daniel Sandoval

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
 Primary Clarifier #1 Re-Coating
 Project No. 16-019

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 September 30, 2016, and completed and ready for final payment not later than October 7, 2016 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. 1 Dated May 16, 2016
 Addendum No. Dated
 - 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: \$ 40,000.⁰⁰
TOTAL BASE BID, IN WORDS: Forty thousand.
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. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Travis Lawhorn, Ace Sandblasting
3289 Prospector Dr. Unit #3
Casper WY. 82604

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 May, 26th, 2016.

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: Ace Sandblasting & Coating INC. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Travis Lawhorn / President (seal)

(Title)

(Seal)

Attest: Travis Lawhorn

Business Address: 3289 Prospector Dr. Unit #3
Casper Wye 82604

Phone Number: 307-237-8802 / 307-267-5776

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.)

BID SCHEDULE

**Primary Clarifier #1 Re-Coating
PROJECT NO. 16-019
May 2016**

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

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the Primary Clarifier #1	LS	1	\$ 40,000.
TOTAL BASE BID				\$ 40,000

• **BID IN WORDS:**

Forty thousand.

This bid submitted by: Ace Sandblasting & Coating INC.
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

PRIMARY CLARIFIER #1 RE-COATING
CITY ENGINEERING PROJECT NO. 16-019

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: May 16, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Ace Sandblasting
Firm

Travis Jackson
By: Signature

President
Title

5-25-16
Date Received

ADDENDUM NO. 1

for the

**PRIMARY CLARIFIER #1 RE-COATING
PROJECT NO. 16-019**

for the

City of Casper, Wyoming

ADDENDUM DATE: May 16, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

- 1. The attached Shop Drawings for the Primary Clarifier #1 are included for clarification.**

End of Addendum No. 1

RESOLUTION NO. 16-171

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACE SANDBLASTING & COATING, INC., FOR THE PRIMARY CLARIFIER #1 RE-COATING PROJECT.

WHEREAS, the City of Casper desires to re-paint the metal surfaces of the Primary Clarifier #1 at the Sam. H. Hobbs Regional Wastewater Treatment Facility; and,

WHEREAS, ACE Sandblasting & Coating, Inc., is able and willing to provide those services specified as the Primary Clarifier #1 Re-Coating Project No. 16-019; 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 Dollars (\$10,000) 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 ACE Sandblasting & Coating, Inc., for those services, in the amount of Forty Thousand Dollars (\$40,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Forty Thousand Dollars (\$40,000) and Ten Thousand Dollars (\$10,000) for a construction contingency fund, for a total price of Fifty Thousand Dollars (\$50,000).

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 Dollars (\$10,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

June 2, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with Grizzly Excavating & Construction, LLC for the Casper Family YMCA Bid Package No. 2, Project No. 15-31

Recommendation:

That Council, by resolution, authorize an agreement with Grizzly Excavating & Construction, LLC, for the Casper Family YMCA Bid Package No. 2, Project No. 15-31, in the amount of \$588,585.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$60,000.00, for a total project amount of \$648,585.00.

Summary:

On Wednesday, June 1, 2016, five (5) bids were received for the Casper Family YMCA Bid Package No. 2, Project No. 15-31. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Grizzly Excavating & Construction	Casper, Wyoming	\$588,585.00
71 Construction	Casper, Wyoming	\$608,907.10
Treto Construction	Casper, Wyoming	\$614,440.00
Haselden/Casper	Casper, Wyoming	\$687,471.00
Powder River Construction	Gillette, Wyoming	\$898,220.00

The Casper Family YMCA Bid Package No. 2 includes the completion of public site improvements and access road at the new Casper Family YMCA site. Work is scheduled to be completed by August 31, 2016. The estimate prepared by CEPI was \$729,275.00.

The low bid from Grizzly Excavating & Construction, LLC was \$588,585.00. Adding a construction contingency amount of \$60,000.00 brings the total contract amount to \$648,585.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be from Optional One Cent #14 Sales Tax funds allocated to the Casper Family YMCA Site Improvements.

The Agreement and the resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Grizzly Excavating & Construction, LLC, PO Box 51692, Casper, Wyoming 82605, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to complete the public site improvements and access road at the new Casper Family YMCA site; and,

WHEREAS, Grizzly Excavating & Construction, LLC, is able and willing to provide those services specified as the City of Casper - Casper Family YMCA Bid Package #2, Project No. 15-31.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper - Casper Family YMCA Bid Package #2, Project No. 15-31, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the Civil Engineering Professionals, Inc. (CEPI), 6080 Enterprise Drive, Casper, Wyoming 82609, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work.
- 3.2 The Work will be substantially completed by **August 31, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 30, 2016**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 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 Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that

expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 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.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Eighty-Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars (\$588,585.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Article 14 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by 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 Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 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 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 Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 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 Contractor for such purposes.

- 7.4 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 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form and the Bid Schedule.
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Permits
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings consisting of thirteen (13) drawing sheets, with each sheet bearing the following general title:

City of Casper - Casper Family YMCA Bid Package #2, Project No. 15-31

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(This space intentionally left blank)

Casper Family YMCA Bid Package #2, Project No. 15-31

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 _____, 2016.

APPROVED AS TO FORM:

Wallis Tremblay

CONTRACTOR:

Grizzly Excavating & Construction, LLC

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

- 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: \$ 588,585.⁰⁰

TOTAL BASE BID, IN WORDS: Five hundred eighty-eight thousand five hundred eighty-five and no hundredths 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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 51690
Casper, WY 82605

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 June 2nd, 2016.

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: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
owner
(Title)

(Seal)

Attest: Michelle Shellcox

Business Address: PO Box 51692
3441 Burd Rd
Casper, WY 82605

Phone Number: 307-265-4328

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.)

BID SCHEDULE

City of Casper Casper Family YMCA Bid Package #2

Bid Date:

June 2, 2016

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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. The following is a list of abbreviations for this Bid Schedule.

LS = Lump Sum EA = Each LF = Linear Feet AC = Acre
 SY = Square Yard SF = Square Foot CY = Cubic Yard Ton=Ton

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1	26,288 ⁰⁰	\$ 26,288 ⁰⁰
2	Earthwork	LS	1	35,000	\$ 35,000 ⁰⁰
3	Drilled Piers	LF	1,500	78 ⁷⁵	\$ 118,125 ⁰⁰
4	Reinforced Concrete Retaining Wall	LS	1	114,713 ⁰⁰	\$ 114,713 ⁰⁰
5	Granular Backfill Behind Wall	CY	400	5 ⁰⁰	\$ 2,000 ⁰⁰
6	Retaining Wall Underdrain	LF	450	82 ³⁰	\$ 37,049 ⁰⁰
7	Rip Rap	CY	400	80 ⁰⁰	\$ 32,000 ⁰⁰
8	8-inch PVC Outlet Pipe	LF	140	9 ⁰⁰	\$ 1,260 ⁰⁰
9	6" Reinforced Concrete Pad for Recycle Depot	SY	60	134 ⁵⁰	\$ 8,070 ⁰⁰
10	Mill Existing YMCA Parking Lot	SY	1,700	1 ⁸⁰	\$ 3,060 ⁰⁰
11	5-foot Wide Sidewalk	LF	600	30 ⁰⁰	\$ 18,000 ⁰⁰
12	ADA Access Ramps	EA	6	1,910 ⁰⁰	\$ 11,460 ⁰⁰
13	Curb and Gutter	LF	800	22 ⁰⁰	\$ 17,600 ⁰⁰
14	Geotextile Separation Fabric	SY	2,900	4 ³⁵	\$ 5,220 ⁰⁰
15	Grading W Base Course	SY	2,900	18 ⁵⁰	\$ 22,200 ⁰⁰
16	Asphaltic Pavement	Ton	670	112 ⁶⁰	\$ 75,442 ⁰⁰
17	Galvanized Handrail	LF	410	73 ⁰⁰	\$ 29,930 ⁰⁰
18	Lighting and Electrical	LS	1	11,918 ⁰⁰	\$ 11,918 ⁰⁰
19	Landscape Rock	SF	2,500	3 ⁷⁰	\$ 9,250 ⁰⁰
20	Force Account	FA	10,000	\$1.00	\$ 10,000.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

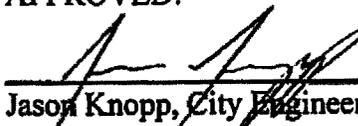
**City of Casper
Casper Family YMCA Bid Package No. 2
CEPI Project No. 15-282**

**Prepared for:
City of Casper
200 North David Street
Casper, Wyoming 82601**

Date of the Addendum May 31, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Jason Knopp, City Engineer

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM:

Grietzly Excavating and Construction LLC
Company

Joel Sasser

Name

Joel Sasser

Signature

owner

Title

5-31-16

Receipt Date

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**City of Casper
Casper Family YMCA Bid Package #2
CEPI Project No. 15-282**

Date of the Addendum May 31, 2016

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above entitled 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.

I. PART 2 – CONTRACT FORMS:

- A. **Standard Form of Agreement Between Owner and Contractor, Paragraph 3.2, page SF-1: DELETE** paragraph 3.2 in its entirety and **REPLACE** with the following:

“The Work shall be substantially completed by **September 15, 2016**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **October 31, 2016.**”

II. PART 5 – DRAWINGS:

- B. **Sheet S1 of 4**: ADD the following Structural General Note:

“Based upon soil conditions and debris in the fill material at the site Contractor should anticipate that all drilled piers will require casing. The cost of the casing shall be included in the unit price bid for the drilled piers.”

END OF ADDENDUM

RESOLUTION NO. 16-172

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZY EXCAVATING & CONSTRUCTION, LLC FOR THE CITY OF CASPER - CASPER FAMILY YMCA BID PACKAGE #2, PROJECT NO. 15-31.

WHEREAS, the City of Casper desires to complete the public improvements and access road at the new Casper Family YMCA site; and,

WHEREAS, Grizzly Excavating & Construction, LLC is able and willing to provide those services specified as City of Casper - Casper Family YMCA Bid Package #2, Project No. 15-31; 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 Twenty Thousand Dollars (\$20,000.00) 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 Grizzly Excavating & Construction, LLC, for those services, in the amount of Five Hundred Eighty-Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars (\$588,585.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Eighty-Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars (\$588,585.00), and Sixty Thousand and 00/100 Dollars (\$60,000.00) for a construction contingency account, for a total project amount of Six Hundred Forty-Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars (\$648,585.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:

Wallace Tremblay Jr.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 3, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Ethan Yonker E.I.T., Associate Engineer

SUBJECT: Agreement with Grizzly Excavating and Construction LLC for the
2016 Miscellaneous Sanitary Sewer Replacements, Project No. 15-077

Recommendation:

That Council, by resolution, authorize an agreement with Grizzly Excavating and Construction LLC for the base bid amount of \$197,529.00 for the FY 2016 Miscellaneous Sanitary Sewer Replacements, Project No. 15-077. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$22,471.00, for a total project amount of \$220,000.00.

Summary:

On Friday, June 3, 2016, four (4) bids were received to replace sanitary sewer manholes, a sanitary sewer vault, and perform sanitary sewer main point repairs that will replace sections of a sewer main that have failed at various locations in Casper.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Grizzly Excavating and Construction	Casper, WY	\$197,529.00
Installation and Service Company	Mills, WY	\$299,212.50
71 Construction	Casper, WY	\$306,757.10
High Plains Construction	Mills, WY	\$347,190.00

Work is scheduled to be completed by September 30, 2016 with the exception of 5 manholes to be replaced on the boundary of Paradise Valley Country Club. The Country Club manholes will be replaced between October 10, 2016 and November 25, 2016 to reduce impact to Country Club Operations.

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be from Sewer Fund Reserves allocated in FY16.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Grizzly Excavating and Construction LLC, 3441 Burd Road, P.O. Box 51692, Casper, Wyoming 82605 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace sanitary sewer manholes, a sanitary sewer vault, and perform sanitary sewer main point repairs.; and,

WHEREAS, Grizzly Excavating and Construction LLC, is able and willing to provide those services specified as the 2016 MISCELLANEOUS SANITARY SEWER REPLACEMENTS, Project 15-077.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2016 MISCELLANEOUS SANITARY SEWER REPLACEMENTS, Project 15-077.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 All Sanitary Sewer point repairs, vault installation, and manholes (6 and 7) will be substantially completed by September 23, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 30, 2016. Substantial Completion of Sanitary Sewer point repairs, vault installation, and manholes 6 and 7 shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 Manhole Replacements of manholes (1 through 5) will be substantially completed by November 18, 2016, and completed and ready for final payment in accordance with

Paragraph 14.13 of the General Conditions by November 25, 2016. Contractor must have all grading done to match existing grade and prepared for sod within 10 days of completing the infrastructure phase of each site. Final completion shall include all manholes installed, all landscaping, irrigation repairs, and clean-up.

- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 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 Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. Additionally, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.2 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.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Ninety-Seven Thousand Five Hundred Twenty-Nine and 00/100 Dollars (\$197,529.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction 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 Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
- 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by 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 Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 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 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test 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 Contractor for such purposes.
- 7.4 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 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.

- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Contract Drawings, consisting of seventeen (17) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

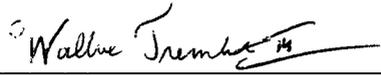
ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:
(2016 Miscellaneous Sanitary Sewer Replacements, Project 15-077)



ATTEST:

CONTRACTOR:

Grizzly Excavating and Construction LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

- 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: \$ 200,229.⁰⁰

TOTAL BASE BID, IN WORDS: Two hundred thousand two hundred twenty-nine and no hundredths 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. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3441 Burd Rd
PO Box 51692
Casper, WY 82605

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 June 3rd, 2016.

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: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

[Signature]
(Title)

(Seal)

Attest: Michelle Shulcox

Business Address: 3441 Burd Rd
P.O. Box 51692
Casper, WY 82605

Phone Number: 307-265-4328

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.)

BID SCHEDULE
2016 MISCELLANEOUS SANITARY SEWER REPLACEMENTS
Project 15-077
Casper, Wyoming

Contractor shall furnish and install items 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 Specifications and Drawings are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, SY = Square Yards, SF= Square Foot, LF = Linear Foot, EA = Each, CY = Cubic Yard

Bid Schedule

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization & Bonds	1	LS	\$ 20,067.	\$ 20,067.
2	R&R 8" Sanitary Sewer (Point Repair)	12 14	EA	\$ 4,075.	\$ 48,900.
3	R&R 48" Sanitary Sewer Manhole	6	EA	\$ 8,118.	\$ 48,708.
4	R&R Inside Drop Sewer Manhole	1	EA	\$ 10,193.	\$ 10,193.
5	Reinstate Sewer Service	6	EA	\$ 143.	\$ 858.
6	R&R Concrete Sidewalk or Curbwalk	300	SF	\$ 8.	\$ 2,400.
7	R&R Concrete Curb and Gutter	50	LF	\$ 27.	\$ 1,350.
8	Furnish and Install Select Backfill	900	CY	\$ 6.	\$ 8,100.
9	Furnish and Install Asphalt Paving (4" Asphalt/8" Grading "W")	50 165	SY	\$ 50.	\$ 2,500.
10	Furnish and Install Flow Fill Encasement	10	CY	\$ 97.	\$ 970.
11	Remove and Replace Sanitary Sewer Vault	1	LS	\$ 48,133.	\$ 48,133.
12	Furnish and Install 18" Sewer Main	30	LF	\$ 45.	\$ 1,350.
13	Traffic Control	1	LS	\$ 5,000.	\$ 5,000.
14	Irrigation and Landscape Repairs	1	LS	\$ 1,700.	\$ 1,700.
Total Base Bid					\$200,229.

• **TOTAL BASE BID IN WORDS:**

Two Hundred Thousand two hundred twenty-nine
dollars and No hundredths

\$197,529.00
 EY

This bid submitted by: Grizzly Excavating and Construction LLC
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 16-173

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC, FOR THE 2016 MISCELLANEOUS SANITARY SEWER REPLACEMENTS PROJECT NO. 15-077

WHEREAS, the City of Casper desires to replace sanitary sewer manholes, a sanitary sewer vault, and perform sanitary sewer main point repairs; and,

WHEREAS, Grizzly Excavating and Construction LLC, is able and willing to provide those services specified as the 2016 Miscellaneous Sanitary Sewer Replacements, Project No. 15-077; 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 Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

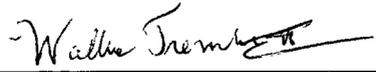
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Grizzly Excavating and Construction LLC, for those services, in the amount of One Hundred Ninety-Seven Thousand Five Hundred Twenty-Nine and 00/100 Dollars (\$197,529.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Hundred Ninety-Seven Thousand Five Hundred Twenty-Nine and 00/100 Dollars (\$197,529.00) and Twenty-Two Thousand Four Hundred Seventy-One and 00/100 Dollars (\$22,471.00) for a construction contingency account, for a total price of Two Hundred Twenty Thousand Dollars (\$220,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:
(2016 Miscellaneous Sanitary Sewer Replacements, 15-077)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 15, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director

SUBJECT: New Lease for Washington Park Ballfield and George Tani Ballfield

Recommendation:

That Council, by resolution, authorize a new lease with Casper Youth Baseball for George Tani Ballfield and Washington Park Ballfield.

Summary:

Casper Youth Baseball (CYB) is a non-profit organization that runs youth baseball activities for local children. For many years, CYB has leased the Washington Park Ballfield and the George Tani Ballfield. These are both 5A sized fields with 90 foot baselines, which makes them appropriate for children who are fourteen years old and older.

CYB currently has separate leases for George Tani Ballfield and for Washington Park Ballfield. These leases were enacted at the beginning of 2015. Both were written as one year leases with three years of optional extension; this makes for a functional expiration date of December 31, 2018. CYB also leases the Field of Dreams Complex, which is a set of six smaller fields (1A, 2A, and 3A) that are generally used by children who are thirteen years old or younger. The lease for Field of Dreams will expire in December 2026.

Late last year, CYB officials approached the City with a proposal to increase the amount of capital investment that CYB would make at Washington and George Tani. CYB also expressed a willingness to implement an enhanced field sharing agreement, which would ensure that other baseball organizations can have access to these fields whenever they are available. Last but not least, CYB offered to take on a larger share of the utility expenses for these fields. In return, CYB asked for a new lease, with the expiration date moved back from December 31, 2018 to December 31, 2020.

A new lease has been drafted that is in line with this proposal. The primary changes in this lease are as follows:

- Lease expiration moved from December 31, 2018 to December 31, 2020.
- Commitment from CYB to make an annual capital investment of \$13,500 into the George Tani and Washington Park fields.
- CYB will begin paying 50% of electrical charges for the baseball season in 2016 and 100% of the electrical charges for each baseball season every year thereafter.
- Adoption of an explicit baseball field sharing policy, which will allow non-CYB teams to use the fields at a rate of \$5 per field per hour (payable to CYB).
- CYB will be required to submit monthly reports on field use to the City.

- Explicit provisions that will allow football teams to practice in the outfield areas.
- Consolidation of lease documents so that the leases for the two facilities have been combined into one lease agreement.

A lease agreement and resolution have been prepared for Council's consideration.

LEASE AGREEMENT
FOR
WASHINGTON PARK BALLFIELD AND GEORGE TANI BALLFIELD

THIS LEASE, entered into this 27th day of May, 2016, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as "Lessor," and Casper Youth Baseball, Inc., a Wyoming Corporation, hereafter referred to as "Lessee". This agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereafter provided, the property known as Washington Park Ballfield as set forth in Attachment "A" attached hereto and the property known as George Tani Ballfield as set forth in Attachment "B" and attached hereto. Washington Park Ballfield and George Tani Ballfield shall hereinafter be referred to as the "leased premises".

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states the Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

2. LEASE TERM:

The term of this Lease shall be from the first date of execution of the agreement, to and including the 31st day of December, 2020.

3. LEASE FEES:

Lessee shall pay to the Lessor as rent for the leases premises, the sum of One Dollar (\$1.00), payable annually in advance to the Lessor at its offices located at 200 N. David Street, Casper, Wyoming. Rent fee shall be remitted to the Lessor by May 15 of each year.

4. PURPOSE:

The leased premises are leased to Lessee for the purpose of conducting Youth Baseball League Activities, and for other uses determined by the Lessee which are consistent with

zoning requirements and which are approved ahead of time by the Parks Manager. Such Youth Baseball League Activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

5. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements.

6. INSURANCE:

Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, public liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, prior to commencement or any renewal of this Lease. Said insurance policy or policies shall name the Lessor as an additional named insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

7. ANNUAL OPERATIONS PLAN

The Lessee, prior to April 1 of each calendar year, shall submit an Annual Operations Plan to the Parks Manager. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s) and email address(es), during which the subject property shall be used by Lessee for its activities. The plan shall pertain to the calendar year in which it was submitted. In the event

the Parks Manager does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

8. REPORTING REQUIREMENTS:

Lessee shall submit monthly reports to Lessor on the use of leased premises. Within fourteen (14) days of the conclusion of each month, Lessee shall submit to the Parks Manager a report on the previous month's use of the leased premises. Monthly reports shall be submitted in a form and manner as prescribed by the Parks Manager. Monthly reports shall identify the date, time, and field of each scheduled activity. For each scheduled activity listed, Lessee shall also include: age group or competitive level of the playing team(s), baseball organization that the team(s) were associated with, name and/or identifying number of the field used, number of players, and whether the activity was a formal game, a baseball practice session, or some other type of activity. Each activity shall be assigned to one field only; if multiple related activities occur on multiple fields simultaneously, then the activity on each field shall be listed separately as an individual activity. Monthly reports shall include activities of the Lessee and shall also include activities by any other team or organization that requested and received a formal reservation of field time from the Lessee. Monthly reports shall not be required for months in which no scheduled activities occurred.

Lessee shall submit a year end report to the Lessor, due annually on December 31 of each calendar year for that calendar year's activities. The year end report shall include:

- The number of Casper Youth Baseball registered players, with breakout by age group or competitive level.
- An Annual Financial Report as per Section 25 of this agreement.
- A description of any enhancements or improvements made to the leased premises as per Section 17 of this agreement.

9. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease Agreement nor to violate any law, rule, or regulation of the Lessor with respect the leased premises.

10. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising materials, violate any person's right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person. It is understood that

any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease Agreement.

The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

11. INDEMNITY OF LESSOR:

In further consideration of this Lease, Lessee agrees to indemnify and hold the Lessor harmless in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by Lessee, its agents or employees, customers, or any person coming or being thereon by the license or permission of Lessee, expressed or implied, or other entering upon the property, and Lessee agrees to indemnify and hold Lessor harmless from any and all costs, damages, attorney's fee, expenses, and liability to any person or property resulting from any such causes. Said indemnification shall not extend to death or injuries that result from the negligence of the Lessor, its agents or employees with respect to the premises.

12. ASSIGNMENT:

With the prior written consent of Lessor, the Lessee may assign this Lease in whole or in part and/or may sublet all or part of the leased premises; however, notwithstanding assignment or sublease. Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

13. FIELD SHARING:

Lessee acknowledges that the leased properties may be desired for use on a secondary basis by other baseball organizations. Therefore, Lessee will make these properties available to all responsible requesting parties for baseball activities as per the Casper Youth Baseball Field Use Policy ("Field Use Policy," attached as Attachment C) and the CYB Field Use Agreement ("Field Use Agreement," attached as Attachment D). The Field Use Policy and the Field Use Agreement shall be applied by the Lessee upon receipt of requests from baseball organizations for field time at the leased premises.

Lessee shall not be obligated to provide field time to any organization or team that has a documented history of being unwilling or unable to abide by the terms of the Field Use Policy, the Field Use Agreement, the terms of this lease agreement, and/or any applicable law or statute. If an organization has committed violations of the sort described in this section, then Lessee may deem said organization to be ineligible for field sharing.

14. FOOTBALL:

Lessee shall allow Lessor to arrange for football practices, games, and related activities (“football activities”) in the outfield areas of the leased premises. Football activities shall not be scheduled to occur on the the leased premises between the dates of January 1 and August 15 of each year. Lessor shall make reasonable efforts to ensure that any damage that results from football activities shall be repaired or mitigated prior to the commencement of the baseball season. Lessor may, at its option, grant access, by lease or similar instrument, to football organization(s) for the use of the the leased premises outfield area so that they might engage in football activities at this location.

15. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections.

16. MAINTENANCE:

Lessee shall, during the terms of this Lease or any extension thereof, keep the leased premises in good order and repair commensurate with the operation of the Lessee’s intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at the Lessee’s sole cost and expense, make any repairs necessary to the leased premises for these purposes. Notice of required maintenance may be made by the Lessor, and Lessee will abate the problem within seven (7) days unless otherwise agreed by Lessor. Lessor shall provide services related to normal turf and related ground maintenance, to include irrigation system repairs, mowing, trimming, fertilizations, aerifications, and overseeding.

Lessor shall, during the term of this Lease, maintain major premises and facilities including repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single-incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence. Lessee shall be responsible for all minor maintenance repairs to the premises and facilities, in the previously noted system and area amenity categories, in which each single-incident of repair is less than Two Hundred Fifty Dollars (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs or the safe and proper operation of the facility or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such

facilities and fixtures shall meet all applicable city, state, and/or federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Parks Manager for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor's Council or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of construction code compliance by the Lessor's authorized representative.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore the property and premises to the conditions as they were prior to installation of the removed improvements.

Any permanent facility or fixture shall be considered the property of the Lessor. For each calendar year of this agreement, beginning in calendar year 2016, Lessee shall expend, at a minimum, Thirteen Thousand Five Hundred Dollars (\$13,500) per year in the form of contracted labor and/or purchased material and/or installed equipment that shall be used for the improvement of the leased premises. Such improvements shall be deemed permanent facilities or fixtures. Lessee shall consult with Lessor prior to any investment that is applicable to this paragraph.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Lessor Council or its designated representative.

18. UTILITIES:

Lessor shall pay as and when due all charges for water, sewer, and natural gas.

In calendar year 2016, Lessor shall pay, as and when due, all charges for electricity at the leased premises. Lessee shall reimburse the Lessor for fifty percent (50%) of the charges for electricity used at the leased premises between the dates of April 30, 2016, through August 1, 2016. Lessor shall transmit an invoice for electrical use at the leased premises to Lessee on or before October 31, 2016. Invoice shall be due for payment on or before December 31, 2016.

Beginning on January 1, 2017, Lessee shall pay as and when due all charges for electricity at leased premises. Lessor shall reimburse Lessee for electricity used between the dates of August 1 and December 31 of each calendar year. Lessee shall transmit invoice(s) for electrical use at the leased premises, accompanied by sufficient documentation, to Lessor on

or before January 31 of the following year. Invoice(s) shall be due for payment upon thirty (30) days of receipt.

19. CONCESSIONS:

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee is allowed to sell food and beverage items on a limited basis, in accordance with Casper – Natrona County Health Department Standards.

20. DEFAULT:

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor, without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

21. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

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

22. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

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

23. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

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

24. TERMINATION:

The Lessor has the right to terminate this Lease Agreement for any or no reason by giving not less than sixty (60) days written notice to Lessee of such termination. It is agreed by both parties that any breach of any term of this Lease Agreement shall constitute cause for termination under the terms of section 20, "Default".

25. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the Lessor following the close of each year as part of its annual reporting requirements.

26. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to Lessor at 200 N. David Street, Casper, Wyoming 82601, or Lessee at P.O. Box 12966, Casper, Wyoming 82602-1966.

27. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Lease Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

28. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, *et seq* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of the following: 1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property

adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

29. MISCELLANEOUS COVENANTS:

The Lessor 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 Lessor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

Lessor covenants that upon Lessee's compliance with the terms hereof, it shall have and hold and peacefully enjoy the leased premises during the term or any renewal of this lease.

30. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

31. BINDING EFFECT:

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

32. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and it is agreed that neither Lessor or anyone acting on its behalf have made any statements, promises, or agreements, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

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

APPROVED AS TO FORM:

Wallace Trembly IV

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ATTEST:

LESSEE:
CASPER YOUTH BASEBALL

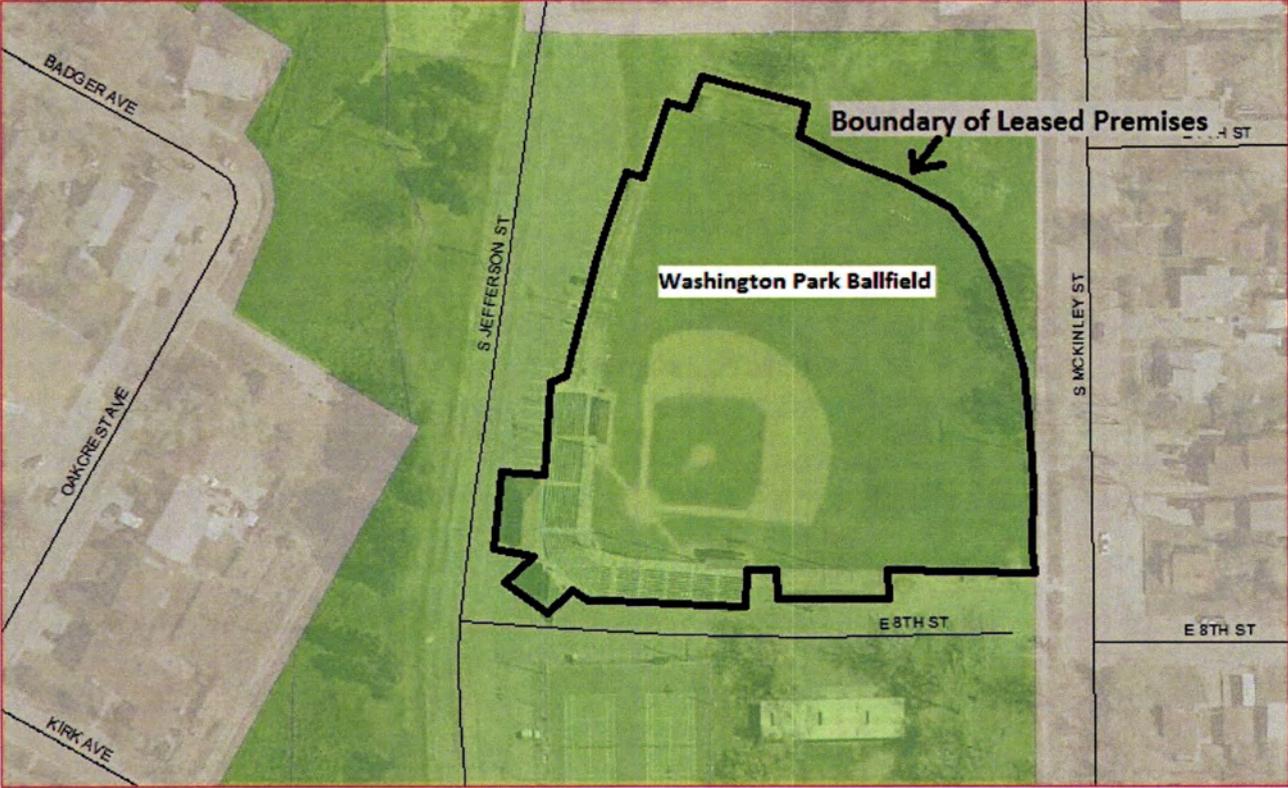
By:
Title:

James Kessner
James Kessner
President

ATTACHMENT A: WASHINGTON PARK BALLFIELD

Washington Park Ballfield:

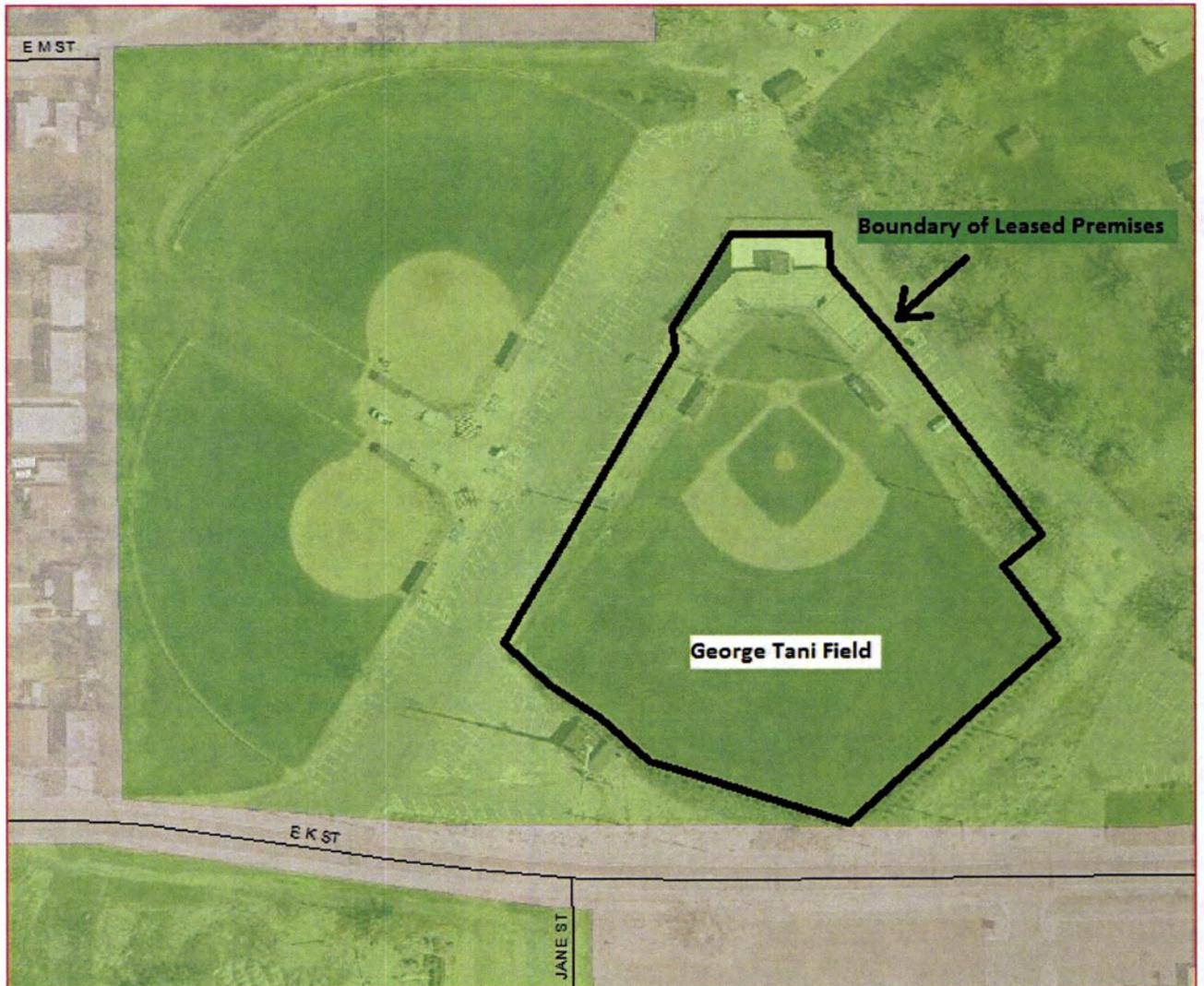
- Baseball Field
- Concession Building
- Announcer's Booth
- Restrooms
- Storage Building



ATTACHMENT B: GEORGE TANI FIELD

Leased areas of George Tani Field:

Baseball Field
Announcer Booth
Concession Building & Bleachers



ATTACHMENT C: FIELD USE POLICY



Casper Youth Baseball Field Use Policy

It is the policy of the Casper Youth Baseball Board of Directors that CYB's primary role is to utilize the City of Casper leased baseball field properties for the benefit of the Casper Youth Baseball league during the league's designated season. The Board of Directors recognizes that these leased properties may be desired for use on a secondary basis by other organizations within the City of Casper as well. Therefore, CYB will make those properties available for scheduling at available times prior, during and after the conclusion of the CYB season. CYB leased properties will be made available to all requesting parties, to ensure equitable allocation of fields, batting cages, etc. as deemed reasonably possible by the Board of Directors. CYB will require a signed copy of the ***CYB FIELD USE AGREEMENT*** be kept on file in the CYB office prior to any scheduling.

CYB will strictly enforce the proper use and care of CYB owned equipment and leased properties. CYB shall not direct the activities of any specific organization, nor promote any specific program, members or policies. The CYB Board of Directors will not authorize or schedule Field Use until the requirements of the ***CYB FIELD USE AGREEMENT*** are met to their satisfaction.

Under no circumstances may any of the CYB properties be used for practices/activities either before or during the scheduled league activities and games except as authorized by the CYB Board of Directors.

CYB managers and coaches will have priority when scheduling practices and/or games on CYB fields during the CYB season. Other organizations approved by the board will have limited access.

All CYB fields are to be used for games and practices only when a team is officially scheduled for use. ****NO EXCEPTIONS**** There may be times when the fields are vacant or closed for important reasons (mowing, new turf, irrigation repairs, fertilizer application, etc.)

Signs will be posted at each field and practice area alerting the general public that this policy is in place. **No dogs are allowed on CYB premises at any time!**

It is the responsibility of the teams to leave the fields and dugouts in great condition after games and practices. This includes removing all trash from the dugouts and ***ALWAYS*** replacing the tarp on the pitcher's mound and home plate areas.

ATTACHMENT D: FIELD USE AGREEMENT



CYB FIELD USE AGREEMENT

It is the policy of the Casper Youth Baseball Board of Directors that CYB's primary role is to utilize the City of Casper leased baseball field properties for the benefit of the Casper Youth Baseball league during the league's designated season. The Board of Directors recognizes that these leased properties may be desired for use on a secondary basis by other organizations within the City of Casper as well. Therefore, CYB will make those properties available for scheduling at available times prior, during and after the conclusion of the CYB season. CYB leased properties will be made available to all requesting parties, to ensure equitable allocation of fields, batting cages, etc. as deemed reasonably possible by the Board of Directors. CYB will require a signed copy of the **CYB FIELD USE AGREEMENT** be kept on file in the CYB office prior to any scheduling.

1.1 Scheduling:

- A.) All scheduling will be made through the CYB office.
- B.) Schedules will be made bi-weekly beginning the 1st of February (weather permitting).
- C.) All requests must be submitted via e-mail (cybaseball14@gmail.com) to the CYB office by 12:00pm Monday prior of the two-week scheduling period.
- D.) Schedules will be posted to the CYB website by 12:00pm Thursday prior of the two-week scheduling period.

Example: (Requests must be submitted by 12:00pm on January 25, 2016 for consideration of Field Usage time February 1-14, 2016. Schedule will be posted to the CYB website by 12:00pm January 28, 2016.)

- E.) Additional scheduling of double-headers, tournaments, etc. will be allowed. These events need to be scheduled 30 days in advance when possible in order to secure dates required and avoid conflict with normal CYB activities.

1.2 Fees:

- A.) A fee of \$5/hour will be charged upon scheduling Field Use for all teams/organizations. Fee is due and payable upon scheduling. Minimum of two hours per Field Use session.
- B.) A fee of \$10/hour will be charged when field lights are in use. Example: (a two hour night session will be charged at \$20.00).
- C.) Fees are non-refundable.

1.3 Field Guidelines

- A.) All organizations/players/coaches agree to abide by CYB field guidelines when using fields.
- B.) Turf shoes are required during any/and all practices. No cleats will be allowed.
- C.) No sunflower seeds will be allowed at any CYB facility.
- D.) No alcohol, tobacco, or illegal drugs will be allowed at any CYB facility.
- E.) No pets will be allowed at any CYB facility.
- F.) Protective mats will be used at all times on pitching mounds and home plate areas during Field Use.
- G.) If tarps are in place, they shall be replaced after Field Use.
- H.) All organizations will be expected to leave fields and dugouts in the same condition as found prior to use. Please treat CYB facilities with respect!

RESOLUTION NO. 16-174

A RESOLUTION AUTHORIZING THE LEASE OF GEORGE TANI BALLFIELD AND WASHINGTON PARK BALLFIELD TO CASPER YOUTH BASEBALL.

WHEREAS, the City of Casper desires to encourage youth baseball activity; and,

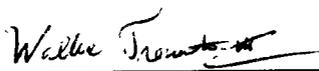
WHEREAS, Casper Youth Baseball has a proven track record of facilitating and organizing baseball activities for Casper's youth; and,

WHEREAS, Casper Youth Baseball, as the current leaseholder of George Tani Ballfield and Washington Park Ballfield, has requested an extension of its lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING that the Mayor is hereby authorized to sign a lease for Washington Park Ballfield and George Tani Ballfield.

PASSED APPROVED, AND ADOPTED this ___ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 2, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Liz Becher, Assistant City Manager
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with SWI, LLC for the
Metro Animal Services Outdoor Kennels and Landscaping, Project No. 15-45

Recommendation:

That Council, by resolution, authorize an agreement with SWI, LLC, for the Metro Animal Services Outdoor Kennels and Landscaping, Project No. 15-45, in the amount of \$38,180. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$1,820, for a total project amount of \$40,000.

Summary:

On Wednesday, June 1, 2016, three (3) bids were received for the Metro Animal Services Outdoor Kennels and Landscaping, Project No. 15-45. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
SWI	Powell, Wyoming	\$38,180.00
Fuller Construction	Casper, Wyoming	\$43,666.17
3 Cord Construction	Casper, Wyoming	\$76,112.00

The Metro Animal Services Outdoor Kennels and Landscaping includes removing the existing overgrown xeriscape landscaping and installing a new pad and outdoor kennels at the Metro Animal Services Facility. Work is scheduled to be completed by August 26, 2016. The estimate prepared by Civil Engineering Professionals, Inc. (CEPI) was \$29,912.50.

The low bid from SWI, LLC was \$38,180. Adding a construction contingency amount of \$1,820 brings the total contract amount to \$40,000. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be from FY16 one-time monies allocated to Metro Animal Services.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with SWI, LLC., P.O. Box 1240, Powell, Wyoming 82435, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to the Metro Animal Services Facility; and,

WHEREAS, SWI, LLC., is able and willing to provide those services specified as the Metro Animal Control Landscaping No. 15-45.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Metro Animal Control Landscaping No. 15-45, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the Civil Engineering Professionals, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work.
- 3.2 The Work will be substantially completed by **August 26, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 2, 2016**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 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 Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if

Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.2 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.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Thirty-Eight Thousand One Hundred Eighty Dollars (\$38,180.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Article 14 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the

work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by 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 Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 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 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 Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 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 Contractor for such purposes.

- 7.4 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 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form and the Bid Schedule (Dated May 23, 2016).
- 8.4 Addenda No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Division 01 - General Requirements, consisting of nine (9) sections.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Permits
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings consisting of eight (8) drawing sheets , with each sheet bearing the following general title:

Metro Animal Control Landscaping, Project No. 15-45

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(This space intentionally left blank)

Metro Animal Control Landscaping, Project No. 15-45

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 _____, 2016.

APPROVED AS TO FORM:

Walker Street

CONTRACTOR:

SWI, LLC.

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Metro Animal Control Facility Landscaping Project
Project 15-45

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 August 26, 2106, and completed and ready for final payment not later than September 2, 2016, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 5-23-14 </u>
Addendum No. _____	Dated _____
 - 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: \$ 38,180.00

TOTAL BASE BID, IN WORDS: Thirty eight thousand one hundred eighty dollars & no/100 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. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: SWI LLC
P.O. Box 1240 / 988 RD 8
Poncha, WY 82435

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 S-31, 2016.

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: Swi LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

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.)

BID SCHEDULE

Metro Animal Control Facility Landscape Project

May 23rd, 2016

COMPANY NAME: Swi LLL
 ADDRESS: PO Box 1240 Jewell, MO 62435

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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 LF = Linear Feet FA = Force Account AC = Acre
 SY = Square Yard FA = Force Account CY = Cubic Yard Ton = Ton SFF = Square Face Foot

Metro Animal Control Facility Landscape Project

Item	Description	Unit	QTY	Unit Cost	Total Cost
1	Mobilization and Bonding	LS	1	1,500.00	1,500.00
12	Crusher Fines Flatwork	SF	3.165	5,875.00	5,875.00
17	Dog Kennels	LS	1	25,225.00	25,225.00
18	Dog Kennel Roofing	LS	1	5,580.00	5,580.00
TOTAL BASE BID					36,180.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

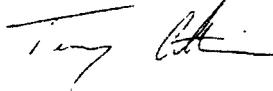
**City of Casper
Casper Metro Landscaping Improvements
CEPI Project No. 15-45**

**Prepared for:
City of Casper
200 N. David
Casper, Wyoming 82601**

Date of Addendum May 23, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

SWI LLL
Firm

[Signature]
By: Signature

Member
Title

5-31-16
Date Received

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**City of Casper
Casper Metro Landscaping Improvements
City of Casper Project No. 15-44**

Date of the Addendum May 23, 2016

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above entitled 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.

I. SECTION I – BID DOCUMENTS:

- A. **Bid Schedule**: **DELETE** the Bid Schedule in its entirety and **REPLACE** with the attached Bid Schedule dated May 23rd, 2016.

II. SECTION III – TECHNICAL SPECIFICATIONS:

- A. **Measurement and Payment Procedures**: in the section under BID ITEMS, **DELETE** items 2 through 11 and items 13 through 16; leaving only items 1, 12, 17, & 18. The successful bidder will still be required to place any existing irrigation mainline that is located under the crusher fine flatwork in a schedule 40 sleeve as part of the crusher fine pad construction.

- B. **Technical Specifications**: **DELETE** the following sections:

- | | | |
|---------------------------|---|---------|
| a. Underground Sprinklers | - | 32 8423 |
| b. Seeding | - | 32 9219 |
| c. Plants | - | 32 9300 |
| d. Soil Preparation | - | 32 9301 |
| e. Top Soil | - | 32 9302 |

III. SECTION IV – DRAWINGS:

- A. **SHEET 2 of 8: DELETE** this page in its entirety.
- B. **SHEET 3 of 8**: Disregard all information on this sheet except the dog kennels and crusher fine pad under the kennels.
- C. **SHEET 4 of 8: DELETE** this page in its entirety.
- D. **SHEET 5 of 8**: Disregard all information on this sheet except detail No. 4.
- E. **SHEET 6,7,8 of 8: DELETE** these pages in their entirety.

END OF ADDENDUM

RESOLUTION NO. 16-175

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWI, LLC, FOR THE METRO ANIMAL CONTROL LANDSCAPING, PROJECT NO. 15-45.

WHEREAS, the City of Casper desires to install a new pad and outdoor kennels at the Metro Animal Services Facility; and,

WHEREAS, SWI, LLC, is able and willing to provide those services specified as Metro Animal Control Landscaping, Project No. 15-45; 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 One Thousand Eight Hundred Twenty Dollars (\$1,820.00) 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 SWI, LLC, for those services, in the amount of Thirty-Eight Thousand One Hundred Eighty Dollars (\$38,180.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty-Eight Thousand One Hundred Eighty Dollars (\$38,180.00), and One Thousand Eight Hundred Twenty Dollars (\$1,820.00) for a construction contingency account, for a total project amount of Forty Thousand Dollars (\$40,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of One Thousand Eight Hundred Twenty Dollars (\$1,820.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

Metro Animal Control Landscaping, Project No. 15-45

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 10, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Assistant City Manager
Andrew Nelson, Metropolitan Planning Manager *AN*
SUBJECT: FY17 Transit Operations Contract

Recommendation:

That Council, by resolution, authorize a funding agreement with the Casper Area Transportation Coalition (CATC) for transit operations in an amount not to exceed \$2,025,116.

Summary:

Following a competitive procurement in 2012 (a Request for Proposals in which two responses were received), CATC was awarded a five year contract to operate the fixed route and demand response transit services on behalf of the City. The contract is renewable from year to year for a maximum of five years. This agreement is for the fifth and final year of the contract term.

This contract includes a 15% reduction in spending over last year's operations. Some of the more prominent changes in service at this time include the discontinuation of the 2nd Street Extension east of Blackmore Road. This road was identified as the second lowest route in terms of total ridership (approximately 42 people per day) during the 2015 Transit Development Plan (the lowest is the Purple Route which serves and is funded by the Town of Mills). By way of comparison, the Blue Route between Walmart East and the Downtown Transit Plaza has over 240 riders per day. The Yellow Route, which serves Paradise Valley, will transition to 120-minute headway. Headway is the time takes for a transit vehicle serve a given stop. During odd hours, the bus will serve the Sunrise Shopping Center; during even hours, it will travel to Paradise Valley. Other service reductions or restructuring efforts have occurred throughout the system.

Most agencies which fund transit have cut funding between 10%-15%. The City of Casper's transit partners in Mills and Evansville have made significant changes which will potentially increase their own ridership, while also allowing City buses to provide a similar level of service while significantly decreasing the City's operating expenses.

Staff has currently undertaken a Transit Route and Scheduling Analysis which should be complete by early January 2017. Recommended changes from this plan will also improve the efficiency of the transit system by reallocating resources and streamlining routes. A second federally-funded study will be released in October 2016 and will examine marketing strategies

and branding for transit in an effort to increase ridership throughout the general public. This marketing study will be a competitive Request for Proposals.

Staff has also commenced a new Request for Proposals for Transit Operations in anticipation of the conclusion of this contract. The new agreement would commence July 1, 2017.

A resolution and contract have been prepared for Council's consideration.

PROFESSIONAL SERVICES CONTRACT
FOR TRANSPORTATION SERVICE
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.

PART I – AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this _____ day of _____, 2016, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "City," and Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "Contractor" or "CATC."

WITNESSETH:

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance, to maintain demand response and fixed route transportation; and,

WHEREAS, the Contractor under the terms of this contract is an independent Contractor and insures the City that the Contractor is willing and able, and possesses the necessary qualified employees to provide the services set forth in this contract to the City; and,

WHEREAS, survey results for the Optional 1%#15 Sales Tax indicate support for transit services; and, a result of previous One Cent funding was funding for the expansion of transit service;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES.

- A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit "A." The Contractor shall place an emphasis on services for the elderly and disabled.
- B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.
- C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.

- D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.
- E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.
- F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

2. TERM OF CONTRACT.

The term of this Contract is to commence on July 1, 2016, up to and through June 30, 2017.

At its sole discretion, the City may extend the term of this agreement on a year to year basis for a period not exceeding five (5) consecutive years, in one year increments, provided that changes in the terms and conditions of the extension are mutually agreed upon by both parties. This contract represents Year 5 of the five (5) year period.

3. COMPENSATION.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

City Financial Obligation using Local funds

The City's financial obligation pursuant to this Agreement shall not exceed the sum of Five Hundred Twenty Four Thousand Forty Three Dollars (\$524,043). Contractor may request reimbursement for eligible costs of these funds through June 30, 2017. These funds shall be disbursed as follows:

- \$324,043 from the City's General Fund, administered by the MPO
- \$200,000 from the City's 1%#15 Fund, administered by the MPO

Contractor's requests for reimbursement must be filed with the appropriate City administration as described in Section 4 of this Contract.

City Financial Obligation using Federal funds

The City's financial obligation using FTA grant monies pursuant to this Agreement shall

not exceed the sum of One Million One Hundred Five Thousand Nineteen Dollars (\$1,105,019) during Fiscal Year 2017.

Contractor's Financial Obligation from Contributions

Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not exceed Three Hundred Ninety-Six Thousand Fifty-Four Dollars (\$396,054) no later than June 30, 2017. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

City's Total Financial Obligation from Local and Federal funds

It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed Two Million Twenty Five Thousand One Hundred Sixteen Dollars (\$2,025,116) for FY 2017.

4. ADMINISTRATION.

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

5. ADDITIONAL CARRIERS.

The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.

6. FARES.

Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.

7. GROUP TRIPS.

Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

8. METHOD OF PAYMENT.

A. Appropriate payment will be made following the receipt of properly executed vouchers showing the amount due and including relevant invoices, receipts, and other supporting data from the Contractor. The Contractor shall also certify in writing that the services were performed and that the Contractor is entitled to receive the amount requested. Monthly payments will be made based upon vouchers received by the day after the Contractor's board meets during the month, payable on the day after the next respective City Council meeting.

B. If amounts owed by 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, these amounts may be deducted from the payment being made by the City to the Contractor pursuant to this contract.

9. ANNUAL NATIONAL TRANSIT DATABASE SUBMISSION.

When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to

mitigate the same.

10. OTHER REPORTS AND RECORDS.

A. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.

B. Financial Performance Report.

Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The financial performance report shall include, but is not limited to, the following:

1. Monthly.

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type.
 - **The Bus**
 - General Public
 - Students
 - Reduced Fare
 - Children under 5
 - Reduced Fare Pass
 - Student Pass
 - General Public Pass
 - **CATC**
 - General Public Fare
 - Reduced Fare
 - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.

4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

11. ANNUAL PLANNING AND OPERATIONS REPORT.

As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

A. Description of activities undertaken in the previous fiscal year, including:

1. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.
2. Description and analysis of the existing system, including, but not limited to:
 - a. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
 - b. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
 - c. Inventory of all capital items owned by the City.
3. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.
4. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

B. Description of Public Outreach efforts

1. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.
 - a. These meetings should be publicly advertised for a designated time and place.

- b. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
 - c. The meetings should address a specific agenda to be determined in consultation with the City.
 - i. The March meeting should address the annual Program of Projects and TIP required for FTA.
 - d. A presentation, discussion, or activities to facilitate the advertised agenda.
 - e. Data collection, if necessary.
 - f. Opportunities for public comment.
 - g. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.
 - 2. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.
- C. Recommend to the Community Development Director activities to improve service and operations efficiency.
- D. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:
 - 1. Description of project operational goals, objectives, and performance measures.
 - 2. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.
 - 3. Staffing levels and staffing issues.
- E. Recommend to the Community Development Director a three (3) year financial plan. The recommended plan shall include, but may not be limited to, the following:
 - 1. Complete financial information showing projected income by each source.
 - 2. Total revenue from all sources.
 - 3. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.
 - 4. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.

F. Recommend to the Community Development Director a three (3) year capital plan with and written justification for the same.

1. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.
2. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:
 - a. Vehicle type in operation and anticipated to be in operation
 - b. Vehicle life expectancy
 - c. Policies for Peak and Spare vehicles
 - d. Strategies for acquisition of new vehicles
 - e. Policies for maintenance and operations
 - f. Composition of the fleet

G. An implementation plan for the proposed activities described in items D, E, and F.

H. Assist, as requested by the Community Development Director, in the preparation of any other planning documents.

12. TURNDOWNS.

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10th of each year.

13. COMPLAINTS.

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

14. INFORMATION.

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

15. COMMERCIAL ADVERTISING.

All commercial contracts for advertising must be submitted to the Community

Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

16. PERSONNEL.

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

17. PROCUREMENT PROCEDURES

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual*.

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

18. PAYMENT OF BILLS AND CLAIMS.

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

19. RENEWAL.

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in writing at least ninety (90) calendar days

prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year five (5) of five (5) of the contract period.

20. TERMS AND CONDITIONS.

This contract is subject to and incorporates provisions attached hereto as part II hereof, General Terms and Conditions, and the Lobbying – Certification for Contracts, Loans, Grants and Cooperative Agreements.

21. EXTENT OF AGREEMENT.

This contract represents the entire agreement by and between the parties and supersedes all previous negotiations, representations, and agreement whether written or oral. This contract may be amended only upon written instrument executed by both parties.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract as of the date and year first written above.

APPROVED AS TO FORM:

Walker Tremore

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: Marge Cole
Printed Name: MARGE COLE
Title: Director

Louis Grunewald
Louis Grunewald
President

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Witness:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: Marge Cole

Printed Name: MARGE COLE

Title: DIRECTOR

Date: 6-9-16



Louis Grunewald
President

Date: 6-9-16

PROFESSIONAL SERVICES CONTRACT
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.
PART II

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

2. Contractor Changes

Proposed changes in this Contract shall be submitted to the appropriate Public Body for its approval prior to adoption. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Casper and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

3. Insurance and Indemnification

A. Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired)

and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the Agent and Owner shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agent and Owner.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agent or Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to Agent and Owner a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agent or Owner by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agent has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Agent. Unless otherwise approved by the Agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Agent, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Agent may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Agent.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *ten (10) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the Agent with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's

obligation to provide them. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agent and Owner is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Agent reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

- E. Contractor agrees to indemnify the Agent, the Owner 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 of the Contractor and any subcontractor thereof.

4. Audit and Inspection of Records

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all relevant data and records of the Contractor relating to its performance, and its subcontracts under this Contract with which Federal funds are used, from the date of this contract through and until the expiration of three (3) years after completion of this contract. The inspection and audit provided in this section does not include an audit of manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

5. Termination for Convenience

This contract may be terminated by mutual, written agreement by both parties, or if unavoidable circumstances prevent either party from meeting the terms of the contract. Any other termination of this Contract may be considered default.

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered personally; to be telex or by regular, registered or certified mail addressed to the Officer(s) or employee(s) of the City of Casper and of the Contractor designated to receive any such communications, but shall not be official communications unless confirmed in writing.

7. Immunity/Governmental Claims Act

The City does not waive any right or rights it may have pursuant to the Governmental Claims

Act, Wyoming Statutes 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have have pursuant to the Wyoming Governmental Claims Act.

8. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9. Nondiscrimination

Section 601 of the Title VI of the Civil Rights Act of 1964, states the following: “No person in the United States shall, on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

10. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, for work to be performed under a subcontract, including or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor’s obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor’s noncompliance with non-discrimination provision of the Contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payment to the contractor under the contract until the contractor complies with; and/or,
- (b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as means of enforcing such provisions including sanctions for noncompliance; provided however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

This contract shall not be sublet except with written consent of the City. No such consent shall be constructed as making the City a party to such subcontractor. No subcontract shall, under any circumstances, relieve the contractor of its liability and obligation under this contract, and all transactions with the City must be through the contractor.

14. Licensing and Permits

The Contractor shall secure appropriate licenses for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the contractor. The Contractor is liable for any and all taxes due as a result of the contract.

15. Equal Opportunity

- A. The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- B. In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. 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. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

The Contractor shall observe and comply with mandatory standards and policies relating the energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. Section 6321 et.seq.)

17. Environmental Violations

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42) U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15) which prohibits the use under non-exempt Federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator of Enforcement (EN0329).

18. Waiver

The failure of the City in any one or more instances to enforce one or more of the terms or

conditions of the contract documents or to exercise any of its rights and privileges, or waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred.

19. Prohibited Interest

No member, officer, or employee, of the City of Casper during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement of the proceeds thereof.

20. Interest of Contractors

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

21. Integrity

- A. To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.
- B. The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

Each and every term and condition of this Contract shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, they may be declared in default hereof.

23. Remedies Upon Default

In the event a party has been declared in default hereof and performance is not possible within the completion time as established herein, such defaulting party shall be allowed a period of five (5) days within which to cure said default, may elect to: (a) Immediately terminate the Contract; (b) Treat the Contract as continuing and require specific performance; and/or (c) Avail himself of any other remedy at law or equity. Termination shall be effective upon mailing, by the terminating party, of written notice of termination to the defaulting party, by registered or certified mail, return receipt requested, if the Contractor defaults or neglects to carry out the work in accordance with this Contract, the Procuring Agency may elect to make good such deficiencies and charge the Contractor thereof.

24. Program Fraud and False or Fraudulent Statements or Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor 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 subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions and with concurrence by the Federal Government.

26. Access to Records

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as

required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

27. Incorporation of FTA Terms

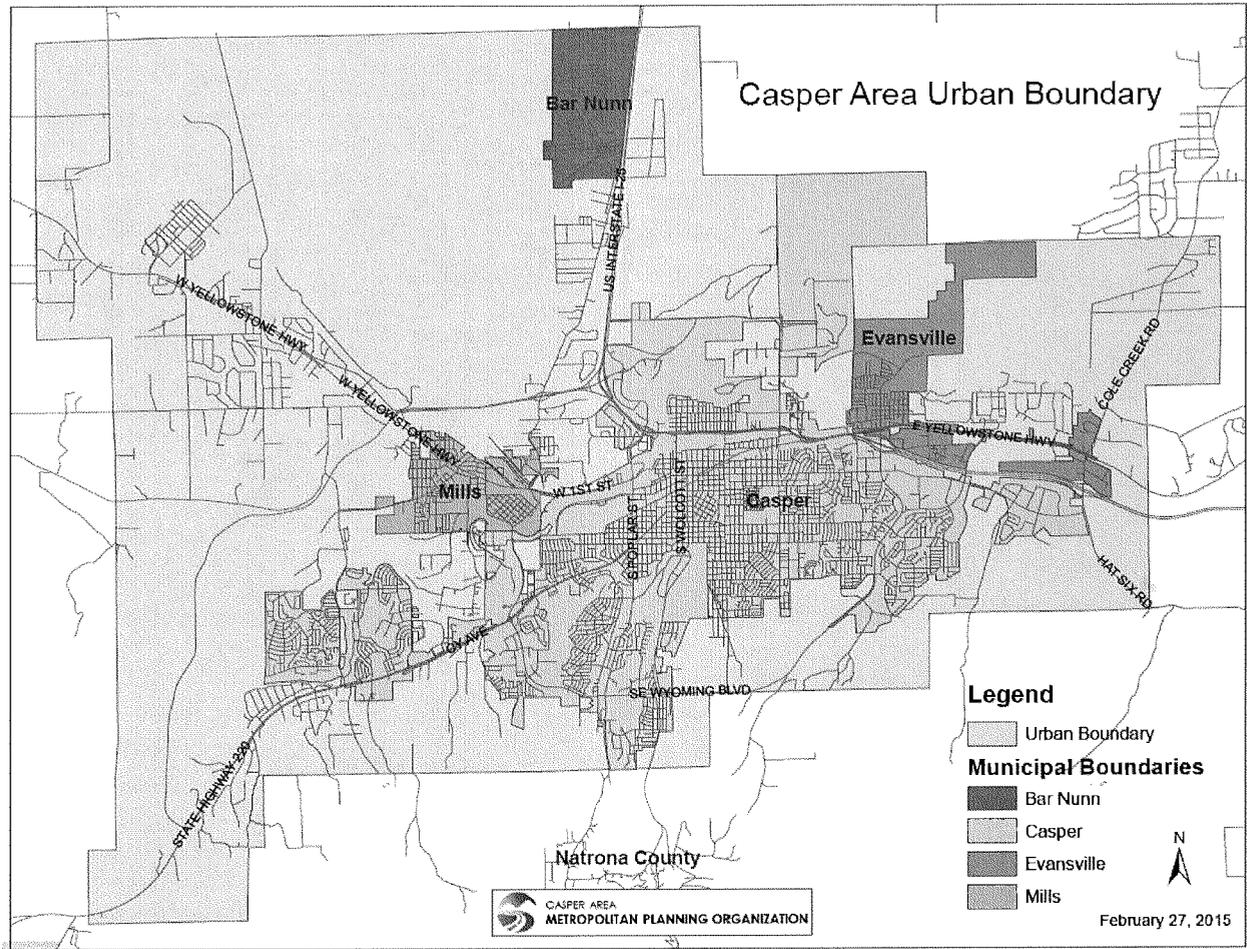
Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

28. Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- A. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- B. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- C. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.
- D. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.
- E. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A



RESOLUTION NO. 16-176

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2016-2017.

WHEREAS, the City of Casper desires to engage CATC to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area; and,

WHEREAS, CATC has operated a demand response (dial-a-ride) system for the City under similar contractual arrangements since 1982; and,

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since April of 2005.

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 professional services contract between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2016-2017, in an amount not to exceed Two Million Twenty Five Thousand One Hundred Sixteen Dollars (\$2,025,116).

BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed the sum of Five Hundred Sixty Thousand Dollars (\$524,043), with the rest of the funding to come from Federal grants to the City as detailed in the Professional Services Agreement and from CATC to the City as detailed below.

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall be for only those funds necessary to match the amount spent through the federal grant up to an amount not to exceed the sum of Three Hundred Ninety-Six Thousand Fifty-Four (\$396,054) Dollars.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

APPROVED AS TO FORM:

Willie Tientz

ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

June 9, 2016

MEMO TO: V.H. McDonald, City Manger
FROM: Steve Schulz, Captain Operations Bureau 
SUBJECT: Purchase of a Video Server

Recommendation:

That Council, by resolution, authorize a contract with Computer Professionals Unlimited of Casper, Wyoming in the amount not to exceed \$47,490 for the purchase of a video server.

Summary:

The Police Department uses a server provided by Coban Technologies to store video obtained from patrol cars and interrogation rooms. The existing machine is 7 years old and has reached end of life for support and maintenance. After publishing bid specs for a replacement, Computer Professionals Unlimited of Casper, Wyoming provided the sole response. The amount bid by the vendor includes server hardware and a 3 year warranty.

Funding in the amount of \$47,490 will come from FY16 Capital Equipment for Public Safety.

A Contract for Professional Services and a Resolution have been prepared for Council's consideration.

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this 14 day of JUNE, 2016, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Computer Professionals Unlimited, Inc., 330 South Walsh Drive, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

IN-CAR VIDEO SERVER PROCUREMENT PROJECT NO. 16-021

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form, and the Bid Schedule.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Information Technology Division, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper
Information Technology Division
Casper City Hall
200 North David Street, Suite 210
Casper, Wyoming 82601

ARTICLE 4. CONTRACT TIME.

4.1 Procurement Deliveries: The materials shall be delivered within thirty (30) of the Notice to Proceed date to the point of delivery.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within the periods set forth in Paragraph 4.1.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Forty Seven Thousand Four Hundred Ninety and 0/100 Dollars (\$47,490.00). This agreement is for all items in the Bid Schedule, BS - Page 1 of 2 and BS - Page 2 of 2):

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount

sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PA – 1 of 5 through PA – 5 of 5, inclusive).
- 9.2 Exhibit "A" - Bid Form (BF1-BF3, and the Bid Schedule (2 pages, dated May 2016).
- 9.3 Addenda: Number (0).

- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "IN-CAR VIDEO SERVER PROCUREMENT PROJECT NO. 16-021", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award and Notice to Proceed.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Product Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

--THIS SPACE INENTIONALLY LEFT BLANK--

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this 14 day of June, 2016.

APPROVED AS TO FORM:
(IN-CAR VIDEO SERVER PROCUREMENT PROJECT NO. 16-021)

Walker Tremba

ATTEST:

CONTRACTOR:

Computer Professionals Unlimited, Inc.
330 South Walsh Drive
Casper, Wyoming 82609

By: [Signature]

By: Russell J. Wood

Title: sect.

Title: President

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser
Title: City Clerk

Daniel Sandoval
Title: Mayor

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS (from Bid Schedule, BS - Page 1 of 2 and BS - Page 2 of 2):

\$ 47,490.00

TOTAL BASE BID, IN WORDS: Forty Seven Thousand Four Hundred Ninety
_____ DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: 330 S Walsh Dr
Casper, WY 82609

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on May 10th, 2016.

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: _____

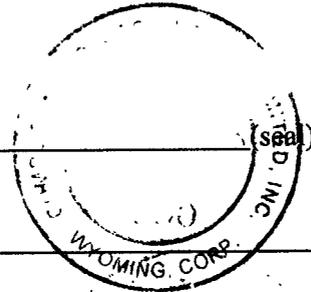
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Computer Professionals Unlimited, Inc. (seal)

(Name)

Wyoming

(State of Incorporation or Organization)



By: Russell J Wood - President (seal)

(Seal)



Russell J Wood - President

Attest:

Business Address: 330 S Walsh Dr, Casper, WY 82609

Phone Number: 307-295-6212

A JOINT VENTURE

By: _____ (seal)

(Name)

(Address)

By: _____ (seal)

(Name)

IN-CAR VIDEO SERVER PROCUREMENT

PROJECT 16-021

BID SCHEDULE

May 2016

BID ITEMS	UNIT	QUANTITY	UNIT PRICE in numerals	UNIT PRICE in words	TOTAL
1 HP ProLiant DL380 G9 2U Rack Server - 2 x Intel Xeon E5-2650 v3 Deca-core (10 Core) 2.30 GHz - 2 Processor Support - 32 GB Standard DDR4 SDRAM Maximum RAM - 12Gb/s SAS Controller - Gigabit Ethernet, 10 Gigabit Ethernet - 2 x 800 W - Matrox G200eH2 16 MB Graphic Card - DVD-Writer	EA	1	\$ 5864.00	Five Thousand Eight Hundred Sixty Four	\$ 5864.00
2 HP 1.20 TB 2.5" Internal Hard Drive - SAS - 10000	EA	2	\$ 639.00	Six hundred thirty nine dollars	\$ 1278.00
3 HP Foundation Care - 3 Year Extended Service Service - 24 x 7 x 4 Hour - On-site - Maintenance Parts & Labor - Physical Service FOR ENTIRE SYSTEM INCLUDING DRIVE ENCLOSURES AND DRIVES	EA	1	\$ 1615.00	Sixteen hundred fifteen dollars	\$ 1615.00
4 HP 12Gb SAS Expander Card with Cables for DL380 Gen9 - 12Gb/s SAS - Plug-in Card - 9 Total SAS Port(s)	EA	1	\$ 565.00	Five hundred sixty five dollars	\$ 565.00
5 HP Drive Bay Adapter Internal - 8 x Total Bay	EA	1	\$ 283.00	Two hundred eighty three dollars	\$ 283.00
6 HP DL380 Gen9 Additional 8SFF Bay2 Cage/Backplane Kit	EA	1	\$ 242.00	Two hundred fourty two dollars	\$ 242.00
7 HP 2040 DAS Array - 12 x HDD Supported Supported HDD Capacity - 2 x 12Gb/s SAS Controller - 12 x Total Bays - 12Gb/s SAS - 2U Rack-mountable	EA	1	\$ 8498.00	Eight thousand four hundred ninety eight dollars	\$ 8498.00
8 HP 8 TB 3.5" Internal Hard Drive - SAS - 7200	EA	22	\$ 1200.00	Twelve hundred dollars	\$ 26,400.00

9	HP Drive Enclosure - 2U Rack-mountable HDD Supported - 12 x Total Bay - 12 x 3.5" Bay SAS - SAS	EA	1	\$ 2400.00	Twenty four hundred dollars	\$ 2400.00
10	HP 2.0m Ext HD MiniSAS Cable - Mini-SAS HD Extension Cable - 6.56 ft - Mini-SAS HD - Mini-SAS HD	EA	1	\$ 104.00	One hundred four dollars	\$ 104.00
11	HP H241 12Gb 2-ports Ext Smart Host Bus Adapter	EA	1	\$ 241.00	Two hundred fourty one	\$ 241.00

TOTAL BASE BID (Addition of Bid Items 1 thru 11): \$

\$47,490.00

TOTAL BASE BID IN WORDS:

Forty Seven Thousand Four Hundred Ninety Dollars

This bid submitted by: Computer Professionals Unlimited Inc.

(Individual, Partnership, Corporation, or Joint Venture Name)

RESOLUTION NO. 16-177

A RESOLUTION AUTHORIZING A CONTRACT WITH
COMPUTER PROFESSIONALS UNLIMITED TO
PURCHASE AN IN-CAR VIDEO SERVER.

WHEREAS, the City of Casper desires to purchase an in-car video server
from Computer Professionals Unlimited; and,

WHEREAS, Computer Professionals Unlimited located in Casper,
Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING
BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized
and directed to execute, and the City Clerk to attest, a contract with Computer
Professionals Unlimited, for a video server.

BE IT FURTHER RESOLVED: That the City Manager is hereby
authorized to make verified partial payments throughout the term of the agreement in an
amount not to exceed Forty-Seven Thousand Four Hundred Ninety Dollars (\$47,490)

PASSED, APPROVED, AND ADOPTED on this 21st day of June, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 13, 2016

MEMO TO: V.H. McDonald, City Manger
FROM: Steve Schulz, Captain Operations Bureau 
SUBJECT: Professional Services for Coban Digital Video Management System

Recommendation:

That Council, by resolution, authorize a contract with Coban Technologies, Inc., of Houston, Texas, in the amount not to exceed \$5,385 to provide professional services for the installation, configuration, and testing of the Coban Digital Video Management System (DVMS).

Summary:

The Police Department uses a server provided by Coban Technologies to store video obtained from patrol cars and interrogation rooms. This contract, with the Coban software vendor, is for configuration and installation of the DVMS on the server. Pricing includes software installation, migrating existing videos to the new server, and testing of all components.

Funding in the amount of \$5,385 will come from FY16 Capital Equipment for Public Safety.

A Contract for Professional Service and a Resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 21st day of June 2016, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. Coban Technologies, Inc., 11375 W. Sam Houston Parkway S. #800 Houston, Texas 77031 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking the installation of a replacement in-car video server.

B. The project requires professional services for the planning, software installation, and data migration.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- Planning Stage
 - Complete all services listed on Attachment A.
 - Assign a project manager to work directly with the City’s project manager.
 - Discuss installation plans with the City.
 - Schedule the implementation of in car video server software on new in-car video server.
 - Establish a testing plan.

- Configuration and Implementation Stage
 - Migrate all existing server and tape library data to new storage library, on the new server.
 - Update server and client software to latest tested version.
 - Setup server alert notifications.
 - Reconfigure accounts.
 - Contractor shall be on site for the duration of the installation, configuration, data migration, and upgrade.
- System Testing
 - In-car video uploads.
 - Interview room uploads.
 - Coban burner functionality.
 - Confirm data integrity of all data migrated.
 - Front end DVMS software.
 - Provide software training for changes in the DVMS software.

In accordance with the project, the City shall:

- Assign a person to work directly with the Contractor as the main point of customer contact.
- Provide information, within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 21st day of September.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Five Thousand Three Hundred Eighty-Five Dollars (\$5,385).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM:

Willie Tremble

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Coban Technologies, Inc.

By: _____

By: Cindy Chang

Printed Name: _____

Printed Name: Cindy Chang

Title: _____

Title: Sales Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

		<u>LIMITS</u>
A.	Workers' Compensation	Statutory
B.	Comprehensive General Liability	\$500,000 combined single unit
C.	Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



COBAN Technologies, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, TX 77031-2348
 TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 327340
 Date: 5/18/2016
 Page: 1 of 1

Bill to: Attn: Adam Hiatt
 Casper Police Department
 200 North David St.
 Ste 210
 Casper, WY 82601

Ship to: Attn: Adam Hiatt
 Casper Police Department
 200 North David St.
 Ste 210
 Casper, WY 82601

Account No.: 4009	Your P/O No.: PROF SERVICES	Terms: Net 30
Sales Rep : GW	Shipping Via: GROUND	Due Date: 6/17/16

Line	Item Number	Description	Quantity	Unit Price	Extended
1	LSET-17	SETUP- BACKOFFICE SETUP PACKAGE A 2 Day 2 Day Onsite Back Office Setup Setup & Configuration of new server Data Migration on Server & Tape Library	1	2,995.00 /KT	2,995.00
2	LSET-18	SETUP- BACKOFFICE SETUP ONE DAY ADDITIONAL ONSITE SETUP	2	1,195.00 /KT	2,390.00

Sub Total: 5,385.00

Sales Tax:

Total Amount: 5,385.00

Balance:	5,385.00
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RESOLUTION NO. 16-178

A RESOLUTION AUTHORIZING A CONTRACT WITH COBAN TECHNOLOGIES, INC. TO PURCHASE AN IN-CAR VIDEO SERVER.

WHEREAS, the City of Casper desires to purchase professional services for the installation and configuration of in-car video software from Coban Technologies, Inc; and,

WHEREAS, Coban Technologies, Inc. located in Houston, Texas, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Coban Technologies, Inc., for professional services of an in-car video system.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Five Thousand Three Hundred Eighty-Five Dollars (\$5,385)

PASSED, APPROVED, AND ADOPTED on this 21st day of June, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Approval of Letter of Request from the Mayor for extension on Wyoming Business Council grant

Recommendation:

That Council, by minute action, authorize the Mayor to sign a Letter of Request for an extension on the completion date of the Old Yellowstone District street reconstruction project which is funded, in part, by a Wyoming Business Council grant.

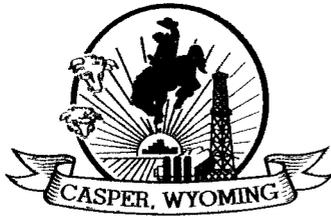
Summary:

The City of Casper received a \$1 million Business Ready Community Grant in 2014 for a portion of the funding required for the reconstruction of the final stretch of West Yellowstone Highway, and Walnut Street between West Yellowstone Highway and West Midwest Avenue, in the Old Yellowstone District. The project was expected to be completed in two years, or by June 30, 2016.

Due to excessive utility work issues, the project has been delayed. The utility work included working with BP and Rocky Mountain Power to acquire easements and provide indemnification to move overhead power underground. That process took almost a year to complete. In addition, Century Link has recently run into delays. At the last City Council meeting, a change order was approved for this project to replace four curb stop boxes that were discovered to be broken and in need of replacement. This change order also included additional electrical work necessary to comply with code regulations to be able to tie the new underground power back into the existing meters, and to make small adjustments to the storm and sanitary sewer portion of the project. Therefore, the timeline for the grant completion was compromised.

City staff recommends extending the completion date to October 31, 2016. Upon receipt of this Letter of Request, the Wyoming Business Council will prepare an amendment to the Grant Agreement.

The Letter of Request for the Mayor's signature has been prepared for Council's consideration.



OFFICE OF THE MAYOR

CITY OF CASPER

200 NORTH DAVID STREET
CASPER, WYOMING 82601-1815
PHONE (307) 235-8224
FAX: (307) 235-8313
www.cityofcasperwy.com

June 10, 2016

Ms. Karen Fate, Senior Grant & Loan Specialist
Investment Ready Communities Division
Wyoming Business Council
214 West 15th Street
Cheyenne, Wyoming 82002

RE: Letter of Request for Extension for the Casper Old Yellowstone District Grant

Dear Ms. Fate,

The City of Casper respectfully requests an extension of the project deadline of the \$1 million Business Ready Community Grant it was awarded for the West Yellowstone Highway and Walnut Street reconstruction in the Old Yellowstone District (OYD) to October 31, 2016.

Due to excessive utility work issues, the project has been delayed. The utility work included working with BP and Rocky Mountain Power to acquire easements and provide indemnification to move overhead power underground. That process, which began in 2014, took almost a year to complete. In addition, Century Link has recently run into delays. At the last Casper City Council meeting, a change order was approved for this project to replace four curb stop boxes that were discovered to be broken and in need of replacement. This change order also included additional electrical work necessary to comply with code regulations to be able to tie the new underground power back into the existing meters, and to make small adjustments to the storm and sanitary sewer portion of the project. Therefore, the timeline for the grant completion was compromised. The contractor has revised his timeline, while still maintaining an aggressive completion schedule. The OYD property owners remain supportive and take turns hosting the weekly progress update meetings in their businesses.

The City of Casper is grateful to the Wyoming Business Council for their ongoing financial investment into critical infrastructure upgrades throughout our community, and especially in this downtown urban renewal area. We are hopeful that you will grant our extension request. If you should have any questions related to this request, please contact me through the Casper City Manager's office.

Sincerely,

Daniel Sandoval
Mayor

cc: Kimberlie Rightmer, East Central Regional Director
V.H. McDonald, City Manager
Liz Becher, Assistant City Manager / Community Development Director

June 10, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director 
Linda Carlson, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Authorize the issuance of a taxi company license for Casper Cabs, located at 1147 East 'C' Street.

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Thomas Elliott, d.b.a. Casper Cabs, located at 1147 East 'C' Street.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from Thomas G. Elliott, d.b.a. Casper Cabs.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the license for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy has been reviewed and approved by Risk Management. A review of the zoning of the property, at which the taxicab company is located, has also been performed and did not reflect any issues.

The background check for this individual from the Chief of Police did not reflect any issues; and the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualification listed in Section 5.60.130 of the Casper Municipal Code.



City of Casper
POLICE DEPARTMENT

05/23/2016

Memorandum

To: Tracy Belser, Administrative Services Director

From: Chief Jim Wetzel 

Reference: Recommendation for Issuing Taxi Cab Drivers License.

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the issuance of Taxicab Company License to be **approved** for the following individual(s)

Tom Elliott- Casper Cabs

Summary:

The Casper Police Department received requests from applicants for Taxicab Driver's licenses to conduct necessary background checks as required by Casper Municipal Code 5.60- Vehicles for Hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. The above individual(s) were determined to have met the license qualification requirements of Casper Municipal Code 5.60.120 (A).

June 21, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Assistant City Manager
SUBJECT: Casper Housing Authority Board Appointment

Recommendation:

That Council, by minute action, authorize the appointment of David Maxner to the Casper Housing Authority Board of Commissioners.

Summary:

The Casper Housing Authority Board of Commissioners advertised for Board applicants in the Casper Star Tribune with a deadline of April 26, 2016. They initially received three (3) inquiries. The Board requested that each applicant submit a resume, tour the facility and meet with the Executive Team. One applicant toured the facility, but did not submit a resume. Another applicant did not submit a resume or tour the facility. Neither of those applicants met with the Executive Team. Mr. Maxner provided his resume, toured the facility and met with the Board's Executive Team. The Casper Housing Authority Board of Commissioners recommended the appointment of Mr. Maxner.

Mr. Maxner would be appointed to fill the remainder of the term for a seat vacated by Garvin Westoff. This term ends December 31, 2018. He would then be eligible to apply for reappointment after this term is finished.



Healthy Homes Healthy Families

May 31, 2016

To: Mayor Daniel Sandoval
City Council of the City of Casper
Mr. V.H. McDonald, City Manager

RE: New Board Member
Housing Authority of the City of Casper

Dear Mayor Sandoval, Council Members and City Manager, McDonald,

The Board of Commissioners respectfully request consideration of Mr. David Maxner for appointment to the Board of Commissioners of the Housing Authority of the City of Casper.

Mr. Maxner's resume is attached. If you need any further information, please don't hesitate to contact me at any time.

Respectfully Submitted,

John Lichty
Chairman
Board of Commissioners
Housing Authority of the City of Casper



June 21, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Assistant City Manager 
SUBJECT: Downtown Development Authority Board Appointments

Recommendation:

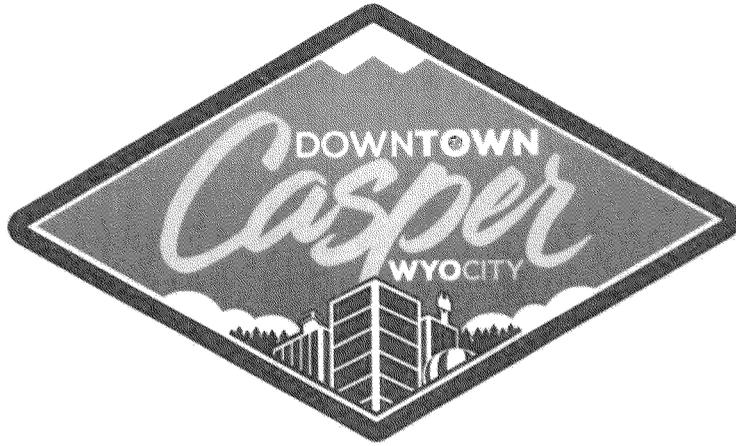
That Council, by minute action, authorize the appointment of new members Will Reese and Nicholas Grooms and the reappointment of Lisa Burrige to the Downtown Development Authority (DDA) Board of Directors.

Summary:

The terms of three members of the DDA Board of Directors will expire on June 30, 2016. Four individuals applied to fill the vacant seats in alignment with the DDA's application process. According to the DDA, their "bylaws and state statute do not call for any type of public notification in the paper or similar advertising. Statute does, however, mandate that the majority of the board must be downtown property owners, residents, or lessees within the DDA boundary. The DDA notifies downtown stakeholders and posts on their website. They also discuss in open meetings and publish in their public meeting minutes, frequented by many stakeholders."

As a result of notifying downtown stakeholders, posting on their website, and discussing the three board vacancies in a public meeting, four individuals applied to fill the open seats. The DDA Board of Directors recommends the appointment of new members Will Reese and Nicholas Grooms and the reappointment of Lisa Burrige.

Mr. Reese and Mr. Grooms would each be appointed to one four (4) year term for the seats vacated by Charles Walsh and Scott Murray. Lisa Burrige is eligible to be reappointed for one additional four (4) year term. The term for each of these appointees will end on June 30, 2020. Mr. Reese and Mr. Grooms would be eligible to apply for reappointment at the end of this term.



June 9, 2016

The Honorable Daniel Sandoval
Mayor of the City of Casper
The Honorable Members of the City Council
The City of Casper
200 N. David Street
Casper, WY 82601

Dear Mayor Sandoval and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to reappoint Lisa Burrige and appoint new members, Mr. Will Reese and Mr. Nicholas Grooms, for four year board terms expiring June 30, 2020.

The board extends its sincere appreciation to you and the council for your consideration of these community leaders.

Thank you for your time and consideration.

Respectfully submitted,

Kevin Hawley

Kevin Hawley
Executive Director

**DOWNTOWN DEVELOPMENT
— AUTHORITY —**

• 234 S. David • Casper, WY • 82601 •
273

May 23, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manger *JB*
Jason Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of two (2) new Triplex 5,000 Lbs. Forklifts for use at the Events Center

Recommendation:

That Council, by minute action, authorize the purchase of two (2) new triplex 5,000 Lbs. forklifts, from Wyoming Machinery Company, Casper, Wyoming, to be used in the Events Center Section of the Leisure Service Department, in the amount of \$68,526.00, before trade-in.

Summary:

These forklifts are to be used for operations at the Events Center. These forklifts will replace the current forklifts which are scheduled for replacement due to years of service and do not meet the height requirement to reach the upper storage area above the Ice Plant. Although only one forklift was budgeted for replacement this fiscal year in the amount of \$50,000.00, staff recommends both units be replaced utilizing the funds available this year with a lower estimated total for purchasing two at this time. One bid was received on May 6, 2016, for two (2) new Triplex 5,000 Lbs. forklifts from one (1) local vendor. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
(2) New Caterpillar GP25N5	Wyoming Machinery	\$68,526.00	\$15,000.00	\$53,526.00

The recommended purchase of the two (2) Caterpillar GP25N5s meets all of the required specifications.

This purchase is funded by FY16 One Time above the Cap Mineral Revenues. The Leisure Services Director will utilize savings from the General Fund FY16 dishwasher replacement capital project to account for the budget overage of \$3,526.00 for this purchase.

June 9, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager *JB*
Jason C Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of one (1) New Front End Wheel Loader for use by the Solid Waste Division

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new Caterpillar, 950M, front end wheel loader, with waste handling package, from Wyoming Machinery Company of Mills, Wyoming. This machine will be used by the Solid Waste Division, of the Public Services Department, in the amount of \$341,639.00, before the trade-in allowance.

Summary:

Bids were requested for one (1) new front end wheel loader, to replace one front end wheel loader that is scheduled for replacement due to years of service, hours, and the cost of maintenance. On April 29, 2016, three (3) bids were received from local vendors. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Estimated Trade-In</u>	<u>Estimated Total</u>
Caterpillar 950M	Wyoming Machinery	\$341,639.00	\$30,000.00	\$311,639.00
Volvo L110H	Tri-State	\$284,275.60	\$21,500.00	\$262,775.60
John Deere 644K	Honnen	\$333,000.00	\$10,000.00	\$323,000.00

The low bid Volvo machine from Tri-State did not meet the minimum specifications for the required cab filtration of 0.3 microns for machines operating in conditions with fine dust particles and asbestos. The Volvo machine will only filter down to 0.4 micron particles without the installation of an aftermarket cab filtration system, which requires heavy modification to the cab structure. Additionally, the Volvo machine does not meet the minimum requirement of a 145 amp charging system which is required to run certain attachments for operations at the landfill, the Volvo only offers an 80 amp charging system. The Caterpillar 950M meets all of the required specifications and is the only machine bid that meets the requirements of OSHA 1926.1153. As of March 2016 OSHA 1926.1153 requires that equipment operating in hazardous conditions where respirable crystalline silica or asbestos is present to have a filtration system that is 95% efficient for particles to 0.3 microns. Employers have 1-5 years beginning March 2016 to fully comply with the updated standard. For these reasons the Caterpillar 950M is the recommended machine for this purchase.

This equipment purchase will be funded by the FY16 Solid Waste Division, Balefill Reserves.